



Request for Proposal
California State University
Office of the Chancellor
Contract Services and Procurement

RFP Number: 80227

Title: Learning Management System (LMS)

Issue Date: October 20, 2008

Proposal Due Date: *See Section 2—Schedule of Events*
Late proposals will not be accepted.

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SECTION 1 PURPOSE AND OVERVIEW

1.1 Purpose of Request for Proposal

This Request for Proposal (RFP) represents a multiple vendor competitive bid offer to provide campuses access to a selected list of learning management systems (LMS) that are designed for use in a university environment. The selection of vendors receiving approval for procurement will include software, licensing, technical support, migration services (consulting), and hosting options. When possible, it is the intent that several of the 23 campuses will collaborate to consolidate their LMS hardware and software resources, training, consulting, migration and integration in the most feasible manner over time. We request to be treated as a consortium and not individual campuses whenever possible.

This RFP represents the second qualification and competition cycle for these services. The first cycle resulted in an award for Moodle hosting services and a pending award to Angel Learning. The CSU has determined that its best interests will be served by increasing the current number of options made available to campuses in the form of Master Enabling Agreements for learning management systems and services. The intention of the CSU is to add to the current list of qualified vendors.

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 is comprised of 23 campuses with a combined student enrollment of more than 400,000 and over 40,000 faculty and staff. The Office of the Chancellor is the headquarters for the CSU system. More information about the CSU can be found at: http://www.calstate.edu/datastore/quick_facts.shtml.

1.3 RFP Rules and Instructions

The rules governing this RFP are stated in Section 6 (RFP Response Requirements) and Section 7 (Proposer Instructions) of this RFP. For a list of definitions of terms and acronyms pertaining to this solicitation, proposers should reference section 7.3.1. Proposers are advised to read carefully, understand and comply with all requirements in preparing a response to this RFP.

1.4 Award of Contract

The CSU expects that multiple Master Enabling Agreements will be awarded as a result of this solicitation. Contracts will be awarded to the Proposer(s) who best meet the needs of each campus. Pricing will be evaluated based on the pricing scenarios provided, taking into account the total overall best value to the CSU.

**SECTION 2
SCHEDULE OF EVENTS**

<u>Event</u>	<u>Date</u>
Phase One - Vendor Short Listing	
Release of Request for Proposal	October 20, 2008
Proposers Conference Call 10-11:30AM PT (optional)	November 3, 2008
Deadline for Submission of Clarification Questions ⁽¹⁾	November 7, 2008
Evaluation Sandbox*	Submit on or before Proposal Due date.
Proposal Due	November 14, 2008, 11:00AM PT
Phase Two – Vendor Qualifying	
Vendor/Provider Demos <u>(TBD)</u>	December 1, 2008
Phase Three – Final Vendor Selections	
Notice of Intent to Award	December 8, 2008
Contract Commencement Date	January 1, 2009

⁽¹⁾ Email questions to ddearborn@calstate.edu. **QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED.** Responses to questions will be posted on the CSU website at <http://www.calstate.edu/csp> “Public Solicitations” Project Number 80227.

The dates up to and including the "Proposal Due" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice.

Proposals not received by the date and time specified will be rejected.

* If possible, vendors are encouraged to provide access to a sandbox as soon as possible to facilitate the evaluation of their accessibility (See Sect 4.5 RFP Response Narrative subsection 4.3).

SECTION 3 PROPOSER QUALIFICATIONS

In addition to meeting all other requirements of this RFP, to be considered responsive to the RFP requirements, proposer must demonstrate that it possesses the qualifications necessary to provide the required service.

3.1 Professional and Technical Experience

Proposer must provide a brief description of its company, including the date established, and the organization's experience and history implementing software solutions for organizations similar in size and scope to this one. Each Proposer shall include a description of the professional and technical experiences including information regarding support for state and federal law governing higher education, background, qualifications and expertise of the organization's key personnel to be assigned to this project, such as a vice president. Please attach resumes for any members of your organization who will be actively involved in leading the system implementation, support, and maintenance of CSU accounts, such as project managers, account managers, support leads, etc.

3.2 Demonstration

It is preferred that the vendor can demonstrate their experience by providing live links to either actual or demo systems that indicate the vendor's capabilities to deliver the required software.

3.3 Sustainability and Financial Capability

The Proposer must demonstrate through its corporate history that it is able to sustain high quality services to the CSU. Additionally, to demonstrate its financial capability and stability, Proposer must provide as many of the following as applicable including, a brief corporate history. Financial information identified as confidential must comply with the proposal format and instruction requirements of RFP.

- Dun and Bradstreet report, if available
- Last Annual Report
- Statement of Income and Retained Earnings for the last two years as applicable
- Statement of changes in financial position for the last two years as applicable
- Balance sheet for the last two years as applicable
- Opinions concerning financial statements from a Certified Public Accountant for the last two years as applicable
- Latest interim balance sheet and income statement

3.4 Customer References

Proposer must be able to demonstrate the ability to provide services outlined in Section 4 - Scope of Work by providing at least three references of current or recent consortia for which similar services have been provided (These references should be provided using the form in Appendix D). References shall include:

- Date of installation
- Brief description of products and services
- Institution name*
- Current contact person
- Address
- Telephone number
- Email address
- Number of associated institutions
- Number of faculty
- Number of students

References must not be from a person, company or organization with any interest, financial or otherwise, in the Proposer organization.

The CSU may, at its sole discretion, directly contact other known clients of Proposer for references. The CSU may eliminate from further consideration in the RFP process any Proposer who, in the opinion of the CSU, receives an overall unfavorable report from client references.

*Please provide both consortia references and individual campus references.

SECTION 4 SCOPE OF WORK

The CSU is requesting proposals to identify enterprise Learning Management Systems (LMS) and providers who are prepared, serious and committed to working with the CSU Chancellor's Office and its campuses collaboratively to support the success of LMS implementations to the highest capacity of each campus. We are looking for LMS providers who know and understand the value of engaging with their clients for true collaboration and for the greatest success of the company and the universities.

4.1 Our CSU LMS Vision

We are looking for the following characteristics of an LMS:

- 1) Elegant (aesthetically pleasing, simple design, and clean)
- 2) Easy to Use (intuitive, efficient to manage, quick to create, edit and/or achieve tasks)
- 3) Seamless (smart tools interoperate, data flow is smooth, similar actions and consistent interface to achieve tasks, aware of variety of document formats, easy data interchange/exchange)
- 4) Reliable and Robust (stable, high quality assurance, high uptime, fault tolerant, easy backup strategies, simple disaster recovery)
- 5) Integrated with Peoplesoft SIS, portals, and library systems.
- 6) Extendable and Interoperable (API calls, Services Oriented Architecture, web services, 3rd party tools)
- 7) Scalable (can add more users and multiple institutions without taking the system down)
- 8) Assessable (reporting summaries allowing measurement of usage and growth)
- 9) Accessible (meeting CSU's requirement for section 508 compliance and CSU Executive Orders concerning accessibility)

4.2 CSU and LMS Provider Collaboration

The CSU seeks to collaborate with LMS providers who genuinely expect to work hard to maintain ongoing relationships, planning and priority setting. In addition, the LMS providers must offer superior customer service and professional services for the greatest success of the CSU faculty and students who are depending on this critical system. This includes the following expectations:

- To engage with the CSU in becoming the most advanced higher educational system in the U.S. leveraging enterprise learning management systems measured by the breadth, depth, and quality of LMS use.
- To leverage the size of the CSU for the widest use, greatest flexibility, best innovation and cost efficiency (both in labor time and money) keeping in mind there are 23 campuses, over 400,000 student enrollments and 40,000 faculty and staff.
- To provide quarterly reports to the CSU Director of LMS Initiatives responding to specific prioritized CSU issues, needs, planning, and vision for the future.
- Ultimately, to join the CSU in strengthening our Academic Technology baseline infrastructure for future growth and expansion.

This RFP is a collaborative investigation for all the CSU campuses. CSU stakeholders will review, analyze and discuss the RFP responses and strategically plan next steps for the future LMS implementations which potentially include multiple campuses using the same LMS should it be feasible to do so.

The CSU will sign new LMS licensing and/or hosting contracts to commence on January 1, 2009.

4.3 Responding to the Scope of Work

There are two response sections within the scope of work. The first, RFP Response Tables, allows you to rate your company and software support for various features, services, and integrations. This section is intended for a quantitative analysis of software ability and will be used to calculate a score.

The second section, entitled RFP Response Narrative, asks you to describe many of these areas in more detail. If you need to put more detail for an item from the response tables, review the narrative section as there may already be a section to discuss the item.

4.4 RFP Response Tables

How to use these tables: Each section contains a list of abilities, features, or integrations that your system may have. You will be asked to rate the level of functionality, provide version numbers for software integrations, and show whether the features have passed accessibility testing.

Rating:

For each item, enter a value for the level of support that the item has. The possible values are described below.

Value	Definition
5	System has full support for the item and it has been implemented on production systems.
3	Development or testing of this item is in progress, or development is complete but it has never been implemented in a production system.
0	The item does not exist or is not supported.

(Note: If the vendor solution provides the functionality through means other than implementation in their own software and the solution has been implemented and integrated on a “live” system that does not require extra login procedures, then the item can be given a score of “5”. You will also need to list any third-party software requirements in section 2.5.3 “Describe any additional hardware and software needed or recommended to complete implementing and managing the product.”)

Version:

Enter the version or range of versions that your system supports/integrates with.

Accessibility:

Some sections also require that you list the accessibility of each feature. For the "Accessible" column, simply enter a Y or an N regarding whether the product (feature) passes Section 508 Software Applications and Operating System Criteria **1194.21** (a) - (l) and / or Web Criteria **1194.22** (a) - (p) and provides equally effective access for individuals using a robust range of assistive technologies.

EXAMPLE 1:

Rate your software’s browser support. In this example, Internet Explorer and Firefox are fully supported, Netscape is in development, Opera is not supported, and Safari is in testing.

Note: If a browser is only supported for certain operating systems, list the operating systems next to the browser name.

Browsers Supported	Versions	Rating
Internet Explorer (Mac and PC)	6, 7	5
Mozilla Firefox	2.0.x	5
Netscape Navigator	7.2 and earlier	3
Opera	N/A	0
Safari (Mac)	2.x	3

EXAMPLE 2:

In this example, all features exist except there is no way to manage courses by term and the WYSIWYG content editor is still in development.

Features	Accessible	Rating
1. Teaching and Learning		
a. Course Management	Y	5
i. by Term	N/A	0
ii. by Department	Y	5
iii. by College	Y	5
b. File Management System	Y	5
i. WYSIWYG Content/HTML Editor	Y	3
ii. File Manager	Y	5

NOTE: Do not change the order of items or add additional items to a list unless you are specifically instructed to do so. Unexpected changes may cause a miscalculation of the overall score.

Features	Accessible	Rating
1. Teaching and Learning		
a. Course Management		
i. by Term		
ii. by Department		
iii. by College		
b. File Management System		

Features	Accessible	Rating
i. WebDAV		
ii. WYSIWYG Content/HTML Editor		
iii. File Manager		
c. Gradebook		
i. Customizable weighted categories		
ii. Output of grades to PeopleSoft		
iii. Customizable Rubrics		
d. Import publisher content		
e. Assignment drop box		
i. Drop box per course		
ii. Drop box per assignment		
iii. File Upload		
iv. Instructor Feedback		
f. Search within course or courses		
g. Selective release of assignments, grades, learning modules		
h. Sequenced lesson builder		
i. Exam/Quiz creation		
i. Multiple Question Types (T/F, Essay, Short Answer, Multiple Choice, etc)		
ii. Import quizzes		
iii. Able to randomize question and/or answer order		
j. Peer Review for assignment submissions		
k. Tool for adding inline comments for grading and peer review of assignments		
2. Communication		
a. Calendar		
b. Announcements		
c. Email		
d. Discussion/forums		
i. Anonymous posting option		
ii. Grading		
iii. Sorting		
e. Chat		
f. Voice tools (live and recorded)		
g. Virtual Classroom		
i. Chat		
ii. Whiteboard		
iii. Multimedia (video, graphics, images, audio)		
3. Users		
a. Student/Faculty profiles		
i. Bio		
ii. Pictures		
iii. Non-LMS contact info (e.g., email addresses, Instant Messenger nick names, and other contact		

Features	Accessible	Rating
information for tools that exist outside of the LMS)		
b. Course-level groups w/ private content areas, forums, etc		
c. Customizable account-specific portal/dashboard with role pertinent data (student versus faculty/staff)		
4. Content		
a. Blogs		
b. Course-level Glossary		
c. Foreign Language Support		
d. Linking to internal LMS and external web content		
e. Multi-level wikis (course, user group, university)		
f. Podcasts - streaming and file download		
g. RSS Feeds		
5. Assessment		
a. Student Activity Tracking		
b. LMS system-wide survey		
6. Help		
a. Documentation		
i. Contextual		
ii. Customizable by the university		
iii. Online		
iv. Printed		
7. Other Features—List any features not included above.		
a.		
b.		

Administration Tools	Accessible	Rating
1. Ability to create ad-hoc communities by email invitation (ex. – student clubs, alumni organization)?		
2. Reporting including:		
a. Course Statistics		
b. Course Statistics (across all courses)		
c. Standard Reporting (To include: 1) General reports showing the number of faculty, students, courses using the system with subtotals by departments and colleges based on hierarchy; 2) Reports on how many courses are using what tools—gradebook, discussions, assignment tool, etc.; 3) Statistics about usage of the system—peak times, number of logins, avg. course size, etc.)		
d. Active courses (available and with user activity)		
e. Number of students (by unique login)		
i. In one or more active courses		
ii. In a given term		
f. Number of instructors (by unique login)		
i. In one or more active courses		
ii. In a given term		
g. Tool usage per course		
h. Tool usage across all courses		
i. Tool usage per instructor		
j. Tool usage across the institution		
k. Batch Activities		
i. Import/Export Courses		
ii. Import/Export Users		
iii. Delete Courses and Users		
3. University logo and text branding		
4. Crosslisting Courses [“Crosslisting” is a process for sharing course content without manually recreating multiple instances of the same course that has different enrollments. Example 1) One course has two names because a student can get credit for either social studies or multicultural studies. Hence the same content, with enrollments from BOTH classes are merged and the students all end up in the same course. Example 2) One faculty member teaches 2 sections of Health 101. He wants all students in one course with the same content, but students from the different sections do not see each other in forums, etc.]		
5. Secure exam administration (browser lockdown)		
6. Ability to identify students who have been inactive for X number of months and disable their access/remove them from the system.		

7. Ability to identify sections that have been inactive for X number of months, archive those sections, and remove them from the system.		
8. Enhanced exam/section auditing so instructors can see concurrent sign on access from different IP addresses.		

Server Support

Operating Systems	Versions	Rating
Red Hat Linux		
Solaris		
Windows		
List additional supported operating systems		
Database Management Systems	Versions	Rating
Microsoft SQL Server		
MySQL		
Oracle		
Other?		
Database Reporting Tools	Versions	Rating
Brio		
Crystal Reports		
Other?		
Web/Application Server	Versions	Rating
Apache		

IIS		
TomCat		
WebLogic		
Other?		

Standards	Versions (if applicable)	Rating
1. IMS		
a. IMS Enterprise		
b. Common Cartridge		
c. QTI (Question Test Interoperability)		
d. LTI (Learning Tools Interoperability) (Example: LMS #1 builds a gradebook that uses the LTI standard. Our campus uses LMS #2 that allows other tools to be plugged in that are LTI standard. This would allow us to plug the gradebook of LMS #1 into LMS #2. Gradebook is just one example. In the future, there will be many tools that are LTI standard allowing universities to mix and match the best of the tools.)		
2. Metadata		
a. Dublin Core		
3. OSID (Open Service Interface Definition)		
4. LDAP Authentication		
5. OSPI (Open Source Portfolio Initiative)		
6. SCORM		
7. XML		
8. Web Services (i.e. SOA – Service Oriented Architecture)		

Please add any additional integration items to this list. For example, if another exam creation software can be integrated, add an additional row for it below Respondus.

Certified Integrations	Rating
1. Student Information Systems	
a. PeopleSoft	
i. Real-time Add/Drops	
ii. Grade Exchange	
2. Assessment	
a. Direct Database Access	
3. Exam Creation	
a. Respondus	
4. Plagiarism Detection/Prevention	
a. TurnItIn.com	
5. Content Management Systems	
a.	
b.	
6. Clickers	
a. Turning Point	
b. eInstruction / PRS Interwrite	
7. Identity Management Systems	
a. Active Directory	
b. CAS	
c. LDAP	
8. Online Library/Journal Software	
a. E-Library	
b. E-Reserve	
9. ePortfolio	
a. TaskStream	
b. OSPI	
10. Live Classroom	
a. Wimba	
b. Elluminate	
11. Portal	
a. uPortal	
b. WebSphere (IBM)	
12. Digital Marketplace	
MERLOT	
13. Extensibility	
a. SDK Available	
b. API Available	
14. Reporting Tools	
a. Crystal Reports	

Certified Integrations	Rating
b. Custom reporting API	
15. Wiki	
a. PBWiki	
b. Wikispaces	
16. Blog	
a. Blogger	
b. Wordpress	
c. RSS	
17. Warning Systems (ex. In case of hardware failure)	
18. Other	
a. Google Tools/Apps	

For each service enter a 5 if the service is provided, a 3 if it is provided at an additional cost or a 0 if it is not provided at all.

Service	Provided?
1. Support	
a. 24x7x365 Support	
b. Dedicated contacts within the company for this account	
c. Follow-up protocol in place	
d. Online bug and support call tracking viewable by customer	
e. Tiered escalation path	
2. Implementation Assistance	
a. Migration Services	
b. Performance Tuning	
c. Professional Services	
d. Project Manager	
e. Project Timeline	
f. Regular (Weekly, Monthly, etc) Planning Meetings	
3. ASP	
a. Hosting	
b. Disaster Recovery	
i. Recovery from Catastrophic Failure	
ii. Recovery of a single course section	
c. Offsite backup	
d. Security	
e. Uptime Monitoring	
f. Virus scanning support for attachments/content	
4. Community	
a. Conferences (A conference would be a gathering in a certain geographical location of the vendor and user community, providing services such as workshops, training, Q & A sessions, and/or demonstrations of upcoming products.)	
b. User Groups	
c. Webinars	
d. Website/Forums	
5. Training	
a. Administrators	
b. Existing materials (video, tutorials) available	
c. Train-the-Trainer	
6. Documentation	

a. User Documentation	
b. Hosting guidelines	
c. Server configuration specifications provided	
d. Standard service profile/process for license types	

For the following accessibility requirements, enter a 5 if your company meets the requirement, a 3 if the item is in progress, or a 0 if your company does not plan to meet the requirement.

Requirement	Rating	Provide link for software accessibility information, if one is available
1. Accessibility Documentation		
a. A Voluntary Product Evaluation Template (VPAT) exists for each unique electronic and information technology product (rather than a single VPAT for an entire line of products).		
b. A VPAT is completed by a person (or group) that had sufficient technical knowledge of the product to be able to accurately and credibly complete the document		
c. All VPATs are available in an accessible, electronic format such as XHTML, Tagged PDF, DOC (MS Word), or RTF.		
d. All VPATs are available on the vendor's website.		
e. All VPATs are completely filled out (indicating which subsections are applicable for the product as well as addressing every point of that subsection)		
f. All VPATs are descriptive (indicating not just whether a particular subpoint is met/not met but also providing specific examples and describing how this was determined)		
g. All VPATs contain versioning information (including the document version number - if applicable - as well as the date completed, and identification of the department that authored the document.)		
2. General Product Documentation		
a. All production documentation is available in an accessible, electronic format		

For the following accessibility requirements, enter a 5 if your company meets the requirement, a 3 if the item is in progress, or a 0 if your company does not plan to meet the requirement.

Requirement	Rating	Provide link for software accessibility information, if one is available
<p>b. All product documentation includes information regarding known accessibility features, limitations and workarounds of the product (e.g. keyboard equivalent, display modification options, etc.)</p>		
<p>c. Priority should be given to ensuring that product documentation is accessible in its native (default) format. If the native format does not provide adequate support for accessibility, then the vendor may elect to provide separate, alternative-format version of the product documentation.</p>		
<p>d. Any alternative-format version should provide access to the same information contained within the native format in its entirety as well as retain the same functionality as the native format (to the fullest extent possible).</p>		
<p>3. Company Accessibility Commitment</p>		
<p>a. Website contains an aggregated list of all accessibility documentation including product VPATs</p>		
<p>b. A company accessibility policy</p>		
<p>c. Any additional accessibility-oriented documentation (e.g. White Papers, Case Studies, Tutorials, FAQs, Best Practices, links to external info)</p>		
<p>d. An indication that the company has dedicated specific employees to handling accessibility questions/concerns (including contact info)</p>		
<p>e. Information regarding support for accessible communications channels (e.g. TTY, Relay services)</p>		
<p>f. Any forward-looking statements regarding anticipated improvements to the accessibility of company products</p>		

For the following accessibility requirements, enter a 5 if your company meets the requirement, a 3 if the item is in progress, or a 0 if your company does not plan to meet the requirement.

Requirement	Rating	Provide link for software accessibility information, if one is available
g. An intuitive URL for accessibility information examples: (http://www.company.com/accessibility or http://access.company.com)		

4.5 RFP Response – Narrative

Before beginning this section, please note the following response requirements or your response may be disqualified.

- This section of the LMS RFP is seeking detailed responses to the following questions and topics for qualitative analysis. Provide a description for each item, rather than simply an affirmative/negative response.
 - LMS providers who have multiple products **MUST** provide a separate response for **EACH** core product. If you choose to provide the separate responses within one overall RFP response document, then the response for each product must be clearly marked with the product name preceding the description as follows:
 - X.X Describe the history of the core LMS software.
 - Product A – This product has been on the market for 6 years...
 - Product B – This product is a replacement for Product A and has been on the market for 6 months.
- (Note: If two products fulfill the same requirement, respond such that each product is distinctly spoken about in all areas.
- Note: The numbering for this section begins at 1.0 for ease of reference in the response.

1.0 LMS Provider Business and Partnership

1.1 Relationships

- 1.1.1 Describe a typical customer relationship. Also provide a description of the relationship between key contacts within your organization. (e.g. “A Technical Support Representative will be the main customer contact if a technical issue arises. If the TSR is unable to resolve an issue within 24 hours, the Project Manager in the Customer Relations department is alerted to the issue and will contact the client.”)
- 1.1.2 Describe how the CSU relationship(s) would be handled as a large consortia compared to the standard client.
- 1.1.3 If multiple CSU campuses decided to partner with your company, how would the relationship be handled?

1.2 Collaboration

- 1.2.1 CSU customers would like the ability to provide feedback for refining and improving business by actively participating and highlighting best practices of their products. What vehicles does the LMS provider offer the CSU in order to shape the product, support and services provided by the LMS provider?
- 1.2.2 How open and collaborative is the LMS provider? Give examples specific to other institutional partnerships particularly with large consortiums.

- 1.3 What kind of events and user communities are available and/or supported by the LMS provider in order to learn from other users and clients?
- 1.4 What are the LMS providers' standard business processes for consortium purchases and managing timely delivery of license keys?
- 1.5 How can the CSU best leverage resources for the greatest success in partnership recommendations for large consortium product implementation? For example, describe best practices that may have been discovered through working with other large consortia.
- 1.6 Other topics the CSU should consider in this area of LMS Provider Business and Partnership?

2.0 System Architecture and Viability

- 2.1 Reliability and stability
 - 2.1.1 Uptime
 - 2.1.1.1 What is the uptime of the LMS?
 - 2.1.1.2 What is the uptime of a hosted solution?
 - 2.1.1.3 How do you calculate the uptime?
 - 2.1.2 How resilient is the product to hardware and software failure?
 - 2.1.3 What levels of redundancy can be integrated into the system's architecture? (e.g. database replication, hardware, etc.)
 - 2.1.4 What are the unavoidable single points of failure?
 - 2.1.5 Can routine hardware maintenance be performed without disrupting the system availability to users?
 - 2.1.6 How does the system gracefully degrade when the load becomes too much?
 - 2.1.7 What are the alerts or warnings that appear when this happens?
- 2.2 Scalability
 - 2.2.1 How is the system/product expandable and scalable?
 - 2.2.2 As LMS use grows both in breadth and depth, how is the system expandable such that the labor requirements and system uptime are not affected?
 - 2.2.3 Attach 4 system diagrams and a narrative describing a standard setup for each level of campus usage as stated below (small, medium, large, consortium). Be sure to discuss the differences between a small and a large campus setup and how scaling between the two is managed to minimize system downtime.
 - 2.2.3.1 Small campus
 - Students: 1-10,000
 - Faculty: 1-249
 - Courses: 1-1,000
 - 2.2.3.2 Medium campus
 - Students: 10,000-20,000
 - Faculty: 250-999
 - Courses: 1,000-1,499

- 2.2.3.3 Large campus
 - 1.Students: 20,000-35,000+
 - 2.Faculty: 1,000 – 3,000+
 - 3.Courses: 1,500-3,500+
- 2.2.3.4 Consortium
 - Students: 400,000+
 - Faculty: 23,000+
 - Courses: 70,000+
- 2.2.4 What setup is required to have multiple campuses utilize one system? (Note: keep in mind that each campus may be integrated with different SIS, portals, libraries, ePortfolios, etc.)
- 2.2.5 Provide references to customers successfully doing this.
- 2.3 Sustainability (Note: CSU labor resources are thin, hence efficiency and effectiveness of administering and maintaining the system is extremely important.)
 - 2.3.1 How many FTE (Full Time Equivalent) staff members are needed to maintain the system/product based on campus sizes discussed in section 2.2.3? Be sure to include the skill sets that these staff members will need to run the system/product.
- 2.4 Extendibility - The LMS must be able to extend the features of the system via APIs (Application Program Interfaces) or some other customizations that follow a set of industry standards.
 - 2.4.1 What methods and/or tools are available to extend the system? For example, can a web application be built that calls on the LMS to perform certain functions?
 - 2.4.2 How does your product coordinate available web services in an end-to-end business process? Are other products are needed?
 - 2.4.3 What are the functions that can be performed via a web API?
 - 2.4.4 Can user accounts be created and deleted via an API?
 - 2.4.5 Can enrollment adds and drops be performed via the API?
 - 2.4.6 Can grades be imported or exported?
 - 2.4.7 Can single-sign-on from other campus systems (portals, legacy systems) be implemented?
 - 2.4.8 When integrating extensions to the LMS, will the users need to separately sign into that extension or are directory and account information passed from the LMS to the extension? Please list examples of items that do not require additional sign in.
 - 2.4.9 What other data can be posted from the LMS to other systems (e.g. achievement of learning outcomes)?
 - 2.4.10 What other functions can be performed via a web API?
- 2.5 System Requirements
 - 2.5.1 What hardware is needed to run the whole system in a production mode for the scenarios outlined in section 2.2.3? (If this is a hosted solution, provide a

pricing sheet as part of Appendix F for hardware upgrades above and beyond the recommendations given here, e.g. extra RAM, hard drive, bandwidth, etc.)

- 2.5.1.1 Small campus
- 2.5.1.2 Medium campus
- 2.5.1.3 Large campus
- 2.5.1.4 Consortium
- 2.5.2 What technology assumptions (both network and system) are made with the installation of your product? e.g. 100mb or gigabit VLAN infrastructure, LINUX REDHAT ES4, hardware 4-way CPU with 8 GB ram, etc.
- 2.5.3 Describe any additional hardware and software needed or recommended to complete implementing and managing the product. For hosted solutions, please provide pricing for the additional items as part of Appendix F.
- 2.5.4 Describe both the minimum and recommended hardware, software and bandwidth setup for accessing the system off-campus (e.g a student accessing a class from home).
- 2.5.5 Describe any scalability limitations of the database management system used. Is your product certified to run on RAC or clustered databases?
- 2.6 Data Modeling
 - 2.6.1 Describe how your products support XML, XSD, XSLT, XPath, and WSDL. Are these standards used for internal representation of the tool models and data?
 - 2.6.2 List standard formats that can be imported and exported from your modeling tools.
- 2.7 Describe your development lifecycle for the development tools in your product stack including the high-level steps and tools that support design, development, testing, deployment and asset management (e.g. source control).
- 2.8 Enterprise Service Bus and Messaging
 - 2.8.1 Describe how your product supports large data volumes including large message sizes and high arrival rates (include limitations).
 - 2.8.2 Describe your support for JMS (including version) and any proprietary extensions.
 - 2.8.3 Describe the message patterns and protocols supported - e.g. publish/subscribe, synchronous/asynchronous, push/pull/pool, topics/queues.
 - 2.8.4 Do you have client protocols for Java, .NET, C ++, SDK, etc.?
 - 2.8.5 What other transports other than HTTP can you configure your product to use for SOAP messages?
 - 2.8.6 Describe message persistence scenarios.
 - 2.8.7 Describe support for message delivery notification, exception handling, logging, dead letter queues, security (access control architecture), message encryption.
 - 2.8.8 Describe your support for file sharing, file and database connectivity including adapter scenarios.

- 2.9 Services Oriented Architecture (SOA)
 - 2.9.1 Describe how your product supports an enterprise SOA or your roadmap to support SOA.
 - 2.9.2 Provide your SOA reference architecture and product names, descriptions, high-level features and roles.
 - 2.9.3 For the products listed in your SOA reference architecture identify the development tools used for each product and how these tools interoperate - e.g. how does a Business Practice tool interoperate with the Enterprise Service Bus from a developer's perspective?
 - 2.9.4 Describe your deployment, monitoring and management platform for SOA that enables composite applications to be developed, deployed and managed as distributed, standards-based services.

- 2.10 Describe your approach to the creation of Rich Internet Applications interfaces particularly related to the W3C standards: <http://www.w3.org/TR/wai-aria-practices/>

- 2.11 Quality Control and Performance Testing
 - 2.11.1 Describe the Quality Assurance processes the software is run through to ensure the least amount of bugs and issues are found in the product in a production environment.
 - 2.11.2 Provide information regarding the QA department size, methodology, vision, commitment, and track record.
 - 2.11.3 Describe the processes for testing hot fixes and new releases.
 - 2.11.4 What kind of performance tests are done on the system BEFORE software is released?
 - 2.11.5 Is testing performed in a simulated production environment with full-sized databases, user traffic and application architecture?
 - 2.11.6 What comprehensive functional tests are performed? How does the QA process check for accessibility?
 - 2.11.7 What kind of integration testing is performed?
 - 2.11.8 Describe the load testing process.
 - 2.11.9 Are load tests by type of transaction performed? Describe the results (e.g. what happens when 1,000 students use the chat function simultaneously?)
 - 2.11.10 Have load testing results been independently verified? If so, by who?

- 2.12 Backup
 - 2.12.1 What are the methods for full LMS backup?
 - 2.12.2 Is the system configuration backed up?
 - 2.12.3 What are the methods for course section backups?
 - 2.12.4 What are the methods for course section recovery and the amount of time required to perform the recovery?
 - 2.12.5 Can all sections be recovered from the course section backup?
 - 2.12.6 Is it possible to complete nightly or weekly section backups for a production system with a few thousand course sections? Does this process require system downtime? (If the response would vary based on the hardware/software in use, provide information for each scenario.)

- 2.12.7 Define the Term roll over process. Can courses be archived/backed up by Term?
- 2.12.8 Can this be done without affecting end-user performance?
- 2.12.9 Describe the backup system configurations (hardware and software) that are used by other large consortiums.
- 2.12.10 If the solution is hosted, what is the process for requesting and typical turn around time to send a client part of the archive (e.g. how long would it take to provide the full Fall 2006 archive)?

- 2.13 Disaster Recovery
 - 2.13.1 How would a university perform LMS disaster recovery?
 - 2.13.2 If you provide a hosted solution, describe the in-house disaster recovery procedures.

- 2.14 Security
 - 2.14.1 Describe the security philosophy and architecture.
 - 2.14.2 What security protocols or standards are available to secure data collected and secure transactions protecting transmission of information?
 - 2.14.3 What methods of authentication can be used? LDAP? CAS? Other?
 - 2.14.4 How many different authentication methods can be used on the same system for different groups or institutions?

- 2.15 Standards for migration – Course, faculty and student data should not be held “captive” within the structure of the system or be costly or timely to extract.
 - 2.15.1 What migration tools and utilities are available to move from other LMS products to yours? Provide the specific software product and version number that the tool works for. Also be sure to include the level of granularity (Course section, term, department, college) of the tool.
 - 2.15.2 What migration tools and utilities are available to move from your LMS to a standard format (i.e IMS formats)? How reliable and practical are the tools or utilities to export ANY and/or ALL data within your system at any time?

- 2.16 Describe the standards that are employed for integrating with other systems. How do the LMS integrations of these systems benefit the university?

- 2.17 Metadata
 - 2.17.1 Does your product include a metadata repository?
 - 2.17.2 Is there a centralized, single product repository within your SOA support?
 - 2.17.3 Can your metadata repository be geographically distributed and federated? How does the product support data distribution and reconciliation?
 - 2.17.4 Describe the development lifecycle and governance support for metadata and services.
 - 2.17.5 List the products that use the metadata repository including relevant third-party tools.
 - 2.17.6 Describe version control and impact analysis in the tools.
 - 2.17.7 How do you view and query repository data?

- 2.17.8 Does your product provide graphical representations of metadata and service linkages?
- 2.17.9 Describe your standards support including UDDI (Universal Description Discovery and Integration).
- 2.18 Other topics the CSU should consider in this area of System Architecture and Viability?

3.0 Feature Set and Intuitive User Interface Design

- 3.1 A detailed list of features is provided in the Response Tables that preceded this narrative section. If there are additional features that were not included, please describe them here.
- 3.2 What features are unique to your product?
- 3.3 Intuitive interface
 - 3.3.1 How was the interface designed to be intuitive?
 - 3.3.2 How do you determine ease of use?
 - 3.3.3 How are these tools designed for higher education's teaching and learning environment?
 - 3.3.4 Explain if and how your software supports Cascading Style Sheets.
 - 3.3.5 Does your interface follow today's W3C web standards?
- 3.4 Accessible (Refer to Section 4.4—Accessibility and the Response Tables for more information on areas of accessibility and to coordinate your responses.)
 - 3.4.1 Do all users with or without disabilities have equally effective access, quality, timeliness, and availability to all functions and aspects of your product?

Examples:

 - 3.4.1.1 Equal quality - if a person without disability has access to a text-based chat feature then the person with a disability has access to the same content in such a way that it is just as operable.
 - 3.4.1.2 Equal timeliness - if a person without a disability has 24 / 7 access then a person with a disability has 24 / 7 access.
 - 3.4.1.3 Equal availability - if a person without disabilities can use the LMS with their operating system of choice then a person with disabilities can operate the LMS with their operating system of choice.
 - 3.4.2 Are support materials (documentation, online help, video tutorials, etc) accessible with equally effective access, quality, timeliness, and availability?
 - 3.4.3 What tests have been applied to ensure accessibility compliancy?
 - 3.4.4 How does the company respond to timely updates to the product when accessibility issues arise?

- 3.4.5 Are there any tools that are not accessible with equally effective access, quality, timeliness, and availability?
 - 3.4.6 Is there a plan currently in place to make those items accessible with equally effective access, quality, timeliness, and availability? Provide the timeline.
 - 3.4.7 Describe the process for ensuring accessibility of new releases in areas of equally effective access, quality, timeliness, and availability?
 - 3.4.8 If your company has a web site addressing accessibility, please list the URL.
 - 3.4.9 Will a disabled person be able to use your website listed above in order to learn how to best navigate through your product with accessibility tools?
- 3.5 Administration
- 3.5.1 Easy and flexible application administration?
 - 3.5.2 User Roles
 - 3.5.2.1 Define the roles (student, designer, administrator, etc) available in your LMS.
 - 3.5.2.2 What are the default permissions of each of those roles?
 - 3.5.2.3 Are the roles customizable?
 - 3.5.2.4 How are permissions and roles assigned?
 - 3.5.2.5 Large number of permission/role assignments at once?
 - 3.5.3 What kind of configuration and settings are available in the application?
 - 3.5.4 Does the product do cross-listing of course sections (two or more section enrollments merged into one “master” course section enrollment?)
 - 3.5.5 Can a survey be **easily** set up across all course sections or any subset of course sections at one time?
 - 3.5.6 Branding
 - 3.5.6.1 Describe the extent to which the institution can brand their LMS.
 - 3.5.6.2 Must the vendor/product logo always appear to the user?
- 3.6 Foreign Languages
- 3.6.1 What languages are available with this LMS?
 - 3.6.2 What steps and permissions are required to install languages and make them available to the users?
 - 3.6.3 What steps are required for a user to change languages?
 - 3.6.4 Are languages released at the same time new releases are available?
- 3.7 File Upload
- 3.7.1 What file types can not be uploaded/accessed in a course?
 - 3.7.2 How do uploaded files (documents, presentations, etc) appear in the LMS? (HTML, file attachment, window frame, or new window)
 - 3.7.3 Are there file size limits or quotas for the amount of content that can be uploaded to a course?
 - 3.7.4 Are file size limits configurable at a course and global level?
- 3.8 Web 2.0 Integration
- 3.8.1 List the Web 2.0 tools that have been developed in the LMS. (Example, course-level blogs)

- 3.8.2 List the Web 2.0 tools that are accessible in the LMS.
 - 3.8.3 How do you plan to integrate developing technologies without compromising the core requirements of the LMS?
- 3.9 Other topics the CSU should consider in this area of LMS Features and User Interface Design?

4.0 Support and Services

- 4.1 Support
 - 4.1.1 What support options are available?
 - 4.1.2 What support options are provided with the software license?
 - 4.1.3 What service levels are available?
 - 4.1.4 Is there tiered support to resolve more complex issues?
 - 4.1.5 Are general implementation and troubleshooting support services available?
 - 4.1.6 Is premium support provided where the campus is assigned a technical person who knows the university's LMS environment before a support phone call comes in?
 - 4.1.7 Is there a central knowledgebase and/or issue tracker available for customer use?
 - 4.1.8 Please provide the following metrics from last year (12 months previous to now):
 - 4.1.8.1 Average response time for urgent needs
 - 4.1.8.2 Average response time for important, but not urgent needs
 - 4.1.8.3 Average response time for other needs
 - 4.1.8.4 Number of staff working on support/troubleshooting within the company
 - 4.1.8.5 Number of institutions each technical staff person is supporting
 - 4.1.8.6 Average age for a trouble ticket before it is resolved
 - 4.1.8.7 Average number of tickets resolved in 24 hours
 - 4.1.8.8 Number of incidents escalated above tier one support
 - 4.1.8.9 Average response time for escalated versus routine issues
 - 4.1.8.10 Other helpdesk metrics that can be provided? How are these determined?
- 4.2 Services
 - 4.2.1 What general information services are provided regarding technology, installation, implementation, backup and recovery of systems?
 - 4.2.2 Which of these services are provided with the software license?
 - 4.2.3 Describe the migration services offered to assist a campus in transitioning from a different LMS provider or product.
 - 4.2.4 What professional services are offered? Professional consulting, planning, performance tuning and/or programming services available?
(Note: the prime bidder is responsible for their subcontractor relationships and should demonstrate the qualifications and experience as applicable. Further, the CSU encourages the participation of both California certified Small

Businesses and Disabled Veteran-owned Business Enterprises (DVBE) whenever possible.)

Respondents should document the nature of these relationships and include references for external consultants or services.

- 4.2.5 Are project management services offered for new implementations and migrations?
- 4.3 Sandbox
 - 4.3.1 A hosted sandbox for your product is required for accessibility evaluation purposes. Proposers must provide the URL and login information at the time of RFP response.
 - 4.3.2 How long can the sandbox remain available to CSU users who are looking with campus committees at other products?
- 4.4 Migration
 - 4.4.1 Describe the experience your company has in migrating a client's data from one LMS to another. Include the name and version of the software that the client originally used and the number of clients that this migration has been performed for (e.g. assisted five clients in migrating from LMS A version 3 to LMS B version 7).
 - 4.4.2 Provide a list of best practices based on your experience with previous migrations.
 - 4.4.3 Provide example migration plans.
- 4.5 Training and Training Materials
 - 4.5.1 What training and training materials are available?
 - 4.5.2 What training and training materials are included with the license?
 - 4.5.3 Can the institution customize the software documentation and training materials for their institution without incurring additional fees?
- 4.6 Hosting
 - 4.6.1 What hosting/ASP (Application Service Provider) services are provided? Third party hosting/ASP services are acceptable (Note: the prime bidder is responsible for their subcontractor relationships and should demonstrate the qualifications and experience as applicable. Further, the CSU encourages the participation of both California certified Small Businesses and Disabled Veteran-owned Business Enterprises (DVBE) whenever possible.) Respondents should document the nature of these relationships and include references for third party vendor.
 - 4.6.2 What levels of service are provided?
 - 4.6.3 What metrics are used to determine level of service?
 - 4.6.4 How are the metrics calculated?
 - 4.6.5 How is the customer informed about whether service level objectives are being met?

- 4.7 New releases
 - 4.7.1 What is the new release schedule? When was the last release? Is this a typical release schedule?
 - 4.7.2 How often are major releases typically available?
 - 4.7.3 Are hosted systems and self-hosted on the same release schedule?
 - 4.7.4 Will new versions of the product require a migration (internally or externally) from an older version?
 - 4.7.5 What is typically required to move to a newer version? (e.g. estimated downtime, site visit, etc.)
 - 4.7.6 When hosted, are updates installed without campus notice/acceptance required? How are updates managed with hosted clients?

- 4.8 Hot Fixes
 - 4.8.1 What is the standard hot fix schedule?
 - 4.8.2 Are hosted systems and self-hosted on the same release schedule?
 - 4.8.3 Will hot fixes related to broken functionality of the product be back-ported to previous versions, or will they only be released for the most current version?
 - 4.8.4 What about hot fixes related to security issues?
 - 4.8.5 Can hot fixes be applied independently or does each one depend on all previous hot fixes being applied?
 - 4.8.6 When hosted, are hot fixes applied without campus notice/acceptance required? How are updates managed with hosted clients?

- 4.9 Upgrades
 - 4.9.1 What is the downtime requirement for configuration changes and upgrades?
 - 4.9.2 Do you allow a test instance or instances of your product at no cost? If no, what will be the charge for test only systems? There may be a need for multiple test systems given the nature of the CSU. The term “Test instances” could encompass exploration environments for testing of new features, pilot environments for testing out updates or new versions. Essentially, could a CSU campus have a production system as well as a test system setup that allows administrators to test out new updates without incurring additional license costs?

- 4.10 Other topics the CSU should consider in this area of LMS Support and Services?

5.0 Monitoring, Reporting and Assessment

- 5.1 Monitoring Tools
 - 5.1.1 What is the architecture and components of your system management and monitoring tool?
 - 5.1.2 Do you support component availability, logging, and tracking of events, problem determination, performance analysis and other metrics? What tools work best with your product? SAS, etc
 - 5.1.3 Describe monitoring integration with Enterprise Management tools such as HP OpenView or NAGIOS.

- 5.1.4 Describe integration with problem management tools such as Remedy.
- 5.2 Standard Reports and Assessments
 - 5.2.1 What standard reports are provided with the system? Please provide the report title, a description of the contents and attach examples as an appendix.
 - 5.2.2 Do these reports summarize the breadth of use per term (number of course sections, designers, students, etc)?
 - 5.2.3 Do these reports summarize depth of use **per term** (# of emails, discussion boards, learning modules, calendar uses, etc)?
 - 5.2.4 Describe the summary reports available that give information at the following levels:
 - 5.2.4.1 Course Section
 - 5.2.4.2 Course
 - 5.2.4.3 Department
 - 5.2.4.4 College
 - 5.2.4.5 Institution
 - 5.2.5 Is it possible to customize the standard reports? To what extent? Is there an additional cost to do this?
 - 5.2.6 What query and/or reporting tools are available to access the data in the system?
 - 5.2.7 Is there a documented database schema for clients?
 - 5.2.8 How is data available at a micro and macro level?
 - 5.2.9 Does reporting cause the production system to slow down? If so, what is recommended to run reports?
 - 5.2.10 Are there hardware or software requirements outside of the license in order to do this kind of reporting?
 - 5.2.11 What kind of tools are there to monitor the whole system? Do you provide one tool that gives a dashboard to monitor the system while it is up and running? (i.e. CPU, memory, processes, database, network traffic, e-mail alerts, number of concurrent users, etc. What kind of system alerts are provided by the system?
- 5.3 Are there other important application performance metrics and if so, what tools are provided to monitor those metrics?
- 5.4 Other topics the CSU should consider in this area of LMS Monitoring, Reporting and Assessment?

6.0 Product Roadmap and Vision for Product's Future

- 6.1 Please provide a graphic as well as a narrative description of the Product Roadmap providing a “big picture” of where the design and development of this product is currently going in the next two years. If you have multiple products available, provide a graphic and narrative for EACH product separately.

- 6.2 Where does the product stand in its current form and where is it going in the future (next 3 years or so)?
- 6.3 Weaknesses
 - 6.3.1 What are the product(s) weaknesses?
 - 6.3.2 What areas are being focused on in the near term to improve those weaknesses?
 - 6.3.3 What areas are being addressed in design or development right now?
- 6.4 What are the top 3 biggest strengths of the product(s)?
- 6.5 What makes this product unique based on what is already in the market of higher education LMS'?

7.0 Open Questions, Comments and Suggestions

- 7.1 Are there other items or options that the CSU should consider when preparing to invest in LMS product(s), most especially collaborating as a consortium?

**SECTION 5
EVALUATION AND SELECTION CRITERIA**

5.1 Evaluation Method

All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content and quality standards, take unacceptable exceptions to the CSU General Provisions (Appendix A) 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 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 and through an interview with the CSU Evaluation Team.

Interviews will **not** be extended to all firms that submit a proposal and as such it is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the interview process to provide additional information.

The CSU Evaluation Team will make its evaluation based on categories A, B and C below. Proposers that are selected as finalists will be **REQUIRED** to participate in Phase Two— Vendor/Provider product demos, as referenced in Section 2. The purpose of this product demo phase is to give finalists an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. The final phase, Phase 3, will result in Final Vendor Selections.

In this Phase 1, the finalist(s) receiving the highest combined score for categories A, B, and C plus any Additional Points as described below, will move to Phase 2.

5.2. POINT SCORING SCHEDULE

	<u>Maximum</u>	
A. Proposer Qualifications	300	Points
B. Scope of Work	1200	Points
C. Price	<u>500</u>	Points
Evaluation Points possible:	2000	Points
Additional Points (if Applicable)		
Small Business Preference Points (See section 6)	100	Points
Total points possible:	2100	Points

5.3 Evaluation Criteria

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

A. Proposer Qualification

The Proposer Qualification requirements in Section 3 shall be judged to determine if the Proposer has provided sufficient documentation that it possesses the required qualifications.

Maximum Points: 300

B. Scope of Work

The proposal shall address each criterion listed in Section 4, Scope of Work. Proposals will be evaluated to determine if the Proposer can ensure that all the requirements of this RFP are met. Please note that overlap in the areas covered by the Response Tables and Narrative is intentional. The tables are not a list of required features, services, etc but rather an evaluation of what selection of features, services, etc is available.

Proposers' systems that do not meet a minimum level of Accessibility (Section 508 compliance), shall be deemed non-responsive.

Maximum Points: 1200

C. Price Evaluation

Prices will be evaluated based on the categories as indicated on Appendix F. The lowest overall pricing proposal shall receive the maximum points. Points on proposals with a higher overall price shall be determined by dividing the lowest proposal price by the higher proposal price and multiplying by the maximum points as indicated below. Evaluation in the service categories will be based upon the hourly rates proposed multiplied by a model mix of labor hours determined by the CSU evaluation committee.

$$\frac{\text{Price of Lowest Proposal}}{\text{Price of other Proposal}} \times 500 = \text{Points Awarded}$$

Maximum Points: 500

C. References

References will be evaluated on a Pass or Fail basis. Questionnaires will be emailed to the references provided on Appendix D. The CSU may, at its sole discretion, directly contact other known clients of Proposer for references. The CSU may eliminate from further consideration in the RFP process any Proposer who, in the opinion of the CSU, receives an overall unfavorable report from client references.

SECTION 6 RFP RESPONSE REQUIREMENTS

6.1 Introduction

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

Proposals must be received in the Contract Services and Procurement Office no later than the time indicated on the cover page of the RFP. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

6.2 Number of Proposal Copies and Delivery Format

6.2.1 Number of Copies

The Proposer shall provide:

- One (1) sealed hardcopy of the proposal (Price must be separately sealed)
- One (1) electronic copy in Adobe .pdf format on CD, DVD, Flashdrive, or other media. The complete technical response of the proposal on ONE .pdf file is preferred. The price must be on a separate .pdf file. (The electronic files must comply with accessibility standards specified in Section 508 of the Rehabilitation Act.),
- One (1) electronic copy in document (.doc) format.

6.2.2 Delivery Format

All copies of the proposal must be delivered sealed. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity. All electronic copies must be the complete copy of the proposal, including any supplemental documentation and the required original signatures (a scanned signature is acceptable). Collateral or financial information not available in Adobe .pdf format may be submitted in hardcopy only.

6.2.3 Preparation

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, technical literature describing the proposed services and extent of support included in the proposal should be forwarded as an attachment of the proposal and specifically referenced. Emphasis should be concentrated on completeness and clarity of content.

6.3 Proposal Format

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below, indexed and tabbed. Proposers are expected to format the responses in a clear and professional manner. Each proposer is advised that, unless otherwise directed, it is not sufficient merely to provide a statement that the proposer's qualifications or proposed services meet the desired requirements. Proposals submitted in this fashion will be considered non-responsive and will not be evaluated.

It is acceptable to submit standard corporate brochures in addition to the RFP responses if such printed matter is responsive to the CSU's requirements or if such printed matter would provide supplemental data on the proposer's capabilities.

6.3.1 Proposal Section 1 - Cover Letter

The cover letter shall include a brief statement of intent to perform the services, qualifications for selection and signature by an authorized officer of the firm who has legal authority in such transactions. Unsigned proposals shall be rejected. Include firm name, address, telephone and fax numbers and e-mail address of the person to be contracted in case of questions or notifications.

In addition, Proposer's cover letter shall expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into an Agreement under the terms and conditions as prescribed by the State of California in accordance with Appendix A, "CSU General Provisions for Information Technology Acquisitions."

6.3.2 Proposal Section 2 - Table of Contents

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

6.3.3 Proposal Section 3 - Exceptions and Confidential Information

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, bidder must expressly state that no exceptions are taken.

Please Note: Taking exceptions to proposal requirements may render a bidder's proposal non-responsive and rejected from further consideration.

Provide a listing by proposal page number of all information, if any, identified as confidential and the justification for which the bidder deems this information confidential. **Please be advised that a blanket confidentiality or proprietary legend identifying the entire proposal as confidential or proposals that have had every page identified as confidential may cause the proposal to be rejected.**

6.3.4 Proposal Section 4 - Proposer Qualifications

This section shall include responses to the requirements in RFP Section 3. The Proposer shall individually restate those qualification requirements and provide a narrative response for each of the sections listed. Along with your response in this section, include the completed Appendix D.

Qualification: Proposer shall have at least five years of experience conducting similar services in size and scope to the services requested herein.

Response: Company XYZ has had experience conducting similar services since...

6.3.5 Proposal Section 5 – Scope of Work

This section shall include responses to the requirements in RFP Section 4. The Proposer shall provide a narrative response that acknowledges the Proposers understanding of the services outlined and the Proposers compliance to perform each requirement. This section shall also include responses to the response tables which will be used for scoring.

6.3.6 Proposal Section 6 – Price

In this section, the proposer shall provide a detailed description of all Prices, fees or charges associated with the software, services, training, and equipment (if any) being offered. Indicate FTE tiers or user account tiers, with corresponding fees/prices. In addition, indicate pricing using the scenarios in Appendix F, Pricing Sheets. Hosting pricing must be included. If only proposing hosting services, indicate this. Software prices must be detailed such that the Price of the software, maintenance, and upgrades are fully disclosed. The Proposer shall also indicate the price of adding additional licenses, maintenance fees, and services through three years. Include fixed prices for software, fees, and any services as appropriate. For other services, list hourly rates as “Unit Cost” when possible along with the estimated quantity of hours required. Subsequent campus orders may be fixed price or Time and Materials as appropriate for their scope of work. Include all pricing information in this section. (The Proposer shall also indicate if claiming preference as a California OSDS-certified Small Business.)

6.3.7 Proposal Section 7 – Completed Documents

This section of the response must contain the following completed forms:

- Appendix B Vendor 204 Form
- Appendix C Vendor Information Form
- Appendix D References Forms
- Appendix E Small Business Preference (if applicable)
- Appendix F Pricing Sheets

SECTION 7 BIDDER INSTRUCTIONS

7.1 Term of Contract

It is anticipated that the term of this contract will be effective beginning January 1, 2009 through July 1, 2011, with the CSU's option to opt-out or renew the Maintenance Agreement for additional one-year terms, subject to competitive pricing and the same General Provisions. The production version of the product(s) must be deliverable at the time of the MEA being signed.

7.2 Delivery of Proposals

7.2.1 Address or deliver proposals to:

Darryl Dearborn
Contract Services and Procurement, 5th Floor
CSU Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802

7.3 Solicitations Provisions

7.3.1 Definitions:

(a) The Trustees of the California State University are referred to as "CSU" or "University."

(b) The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.

(c) The terms "Bidder," "Proposer," "Respondent," "Contractor," "Supplier," are used interchangeably and each shall apply to the business entity, which submits a bid/proposal or is awarded a contract.

(d) Acronyms:

"API" – Application Programming Interface

"ASP" – Application Service Provider.

"CAS" – Central Authentication Server.

"DMP: - Digital marketplace. The CSU has been an innovator of a Digital Marketplace that allows faculty and students to find free and sellable digital resources for education.

"The goal of the Digital Marketplace (DMP) initiative is to enable the effective

distribution of network-based digital goods and resources in support of CSU academic programs.” To learn more about this initiative please visit:
http://www.calstate.edu/ats/digital_marketplace/

“IMS Enterprise” –An international standard XML file format used standardly between LMS’ and Student Information Systems to specify courses, instructors, students, enrolments/unenrolments in courses. Defined by the IMS Global organization at www.imsglobal.org

“LDAP” - Lightweight Directory Access Protocol is an application protocol for querying and modifying directory services running over TCP/IP.

“OSID” - Open Service Interface Definitions (OSIDs) are programmatic interface specifications describing services. These interfaces are specified by the Open Knowledge Initiative (O.K.I.) to implement a Service-Oriented Architecture (SOA) to achieve interoperability among applications across a varied base of underlying and changing technologies.

“OSPI” – refers to Open Source Portfolio Initiative.” To learn more about this initiative, please visit: <http://osportfolio.org/>

“QTI” – The IMS Question and Test Interoperability specification (QTI) defines a standard format for the representation of assessment content and results, supporting the exchange of this material between authoring and delivery systems, repositories and other learning management systems. It allows assessment materials to be authored and delivered on multiple systems interchangeably. It is, therefore, designed to facilitate interoperability between systems

“RSS” - is the acronym used to describe the de facto standard for the syndication of Web content.

“SCORM” – Sharable Content Object Reference Model (SCORM) is a collection of standards and specifications for web-based e-learning. It defines communications between client side content and a host system called the run-time environment (commonly a function of a learning management system). SCORM also defines how content may be packaged into a transferable ZIP file.

“SDK” – Software development Kit. a set of development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.

“SIS” – Student Information Systems

“SOA” – Services Oriented Architecture

“SOAP” - is a protocol for exchanging XML-based messages over computer networks, normally using HTTP/HTTPS. SOAP forms the foundation layer of the web services protocol stack providing a basic messaging framework upon which abstract layers can be built.

“UDDI” - Universal Description, Discovery and Integration. A platform-independent, XML-based registry for businesses worldwide to list themselves on the Internet.

“VPAT” - Voluntary Product Evaluation Template.

“XML” - The Extensible Markup Language (XML) is a general-purpose *specification* for creating custom markup languages.

7.3.2 Preparation of Bids and Proposals:

(a) Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer’s sole risk.

(b) All bids submitted must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.

(c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

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

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

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

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

7.3.3 Submission of Bids:

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

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

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

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

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

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

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

7.3.8 Award of Contracts:

(a) Contracts will be made or entered into as specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.

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

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

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

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

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

7.3.10 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.

7.3.11 Protests:

(a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or "protest" the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within the timeframes specified, prior to the scheduled bid submittal

deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU's decision on a protest is final.

(b) Prior to Contract award - If, prior to award of a contract, a protest is received in writing within the timeframe specified within the bid solicitation and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU's decision on a protest is final.

7.3.12 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.

7.3.13 Confidentiality: Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award.

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

7.4 Bidder Certifications

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

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

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

7.4.3 Violation of Air or Water Pollution Laws: Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control

law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.

By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

7.4.4 Compliance with NRLB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

7.4.5 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).

- 7.4.6 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.
- 7.4.7 Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.
- 7.4.8 Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 7.4.9 Public Contracts Code Restrictions For CSU Employees: CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, bidder certifies that the bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

Current CSU Employees (PCC Section 10831):

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

- b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.
- c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

- a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.
- b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

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

**Appendix A
Model Contract Form**

MASTER ENABLING AGREEMENT

AGREEMENT NUMBER 80227	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this **day of** , 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 stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

This Agreement sets forth the terms and conditions by which Contractor may provide services to the CSU for Learning Management System Software and Services.

This Agreement is a CSU Master Enabling Agreement (MEA) that allows campuses of the CSU to procure services from Contractor. For this Agreement the term "campuses" shall mean any campus, administrative, and auxiliary office of the CSU. Services to be provided by Contractor shall be established in a Services Agreement issued by a CSU campus that shall reference and incorporate the terms of this MEA. Services Agreements shall include a specific scope of work and all details pertinent to its completion.

The following documents, listed in order of precedence, are hereby incorporated by this reference and made a part of this Agreement:

- Rider A – Special Provisions, dated xx/xx/xx consisting of xxxx (xx) pages;
- Rider B – General Provisions for Information Technology Acquisitions, dated xx/xx/xx consisting of xxxx (xx) pages;
- Rider C – Software and Service Pricing, dated xx/xx/xx consisting of xxxx (xx) pages;
- Rider D – Statement of Work, dated xx/xx/xx consisting of xxxx (xx) pages;

The term of the Master Enabling Agreement shall be xxxx, xx, xxxx through xxxx, xx, xxxx.

Contractor shall report to: _____

This Agreement may be extended by mutual agreement for up to _____ one-year terms.

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

UNIVERSITY		CONTRACTOR			
Trustees of the California State University					
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE		
➤		➤			
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Tom Roberts, Director					
DEPT.		ADDRESS			
Contract Services & Procurement					
AMOUNT ENCUMBERED BY THIS DOCUMENT	REQUIRED CHARTFIELD DISTRIBUTION				
\$	Account	Fund	Dept ID	Program	
TOTAL AMOUNT ENCUMBERED TO DATE	OPTIONAL CHARTFIELD DISTRIBUTION				
\$	Class	Proj/Grt			

RFP 80227 - APPENDIX A

**CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS
(Revision 7/24/06)**

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

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1. Commencement of Work

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

2. Invoices

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

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

The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

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

4. Cancellation

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

5. Independent Status

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

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

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

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7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

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

14. Personnel

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

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government

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Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regs., Section 8107).

16. Drug-Free Workplace Certification

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

17. Severability

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

18. Dispute

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

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

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19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's 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. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws.

Contractor further, 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.

Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notifications.

20. Waiver of Rights

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

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, 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.

22. Patent, Copyright, and Trade Secret Indemnity

- a) Contractor will indemnify, defend, and save harmless the CSU, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the CSU with indemnity protection.
 - i) The CSU will notify Contractor of such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law the CSU has the option to participate in such action at its own expense.
- b) Contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the 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, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing provided they comply with Contract bid and performance requirements and/or expectations. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the CSU shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the CSU in procuring substitute Deliverables or Software at Contractors cost and expense. If, in the sole opinion of the CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impracticable, the CSU shall then have

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the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit

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

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the CSU.

26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

Contractor hereby warrants that the products or services to be provided 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. Vendor further agrees to indemnify and hold harmless the CSU using the vendor's products or services from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Contract.

28. Child Support Compliance Act

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

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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29. 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.

30. Taxes, Fees, Expenses, and Extras

- (a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.
- (b) Unless specified otherwise, prices quoted shall include all required taxes.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50. Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

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

31. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

32. Covenant Against Gratuities

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

33. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

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- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

34. Contractor's Power and Authority

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

35. Recycled Content Certification

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

36. Entire Contract

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

37. Safety and Accident Prevention

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

38. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works

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from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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

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

39. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

40. Expatriate Corporations

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

41. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;

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- (ii) That the State of California, the Trustees of the California State University, the CSU, the campus and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A:VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

42. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

VENDOR DATA RECORD - APPENDIX B

(Rev. 3/07/2005)

Vendor #

FWH

% SWH

%

NOTE: Governmental entities, federal, state, and local (including public school districts) are not required to submit this form.

1	DEPARTMENT/OFFICE TRUSTEES - CSU STREET ADDRESS 401 GOLDEN SHORE, Attention: CS&P CITY, STATE, ZIP CODE LONG BEACH, CA 90802 (562) 951-4590	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i>
2	VENDOR'S BUSINESS NAME Vendor PHONE NUMBER () - SOLE PROPRIETOR – ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) MAILING ADDRESS (Number and Street or P.O. Box #) (City, State and Zip Code)	
3	VENDOR ENTITY & PAYMENT TYPE <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> EXEMPT ORGANIZATION (Nonprofit) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> MEDICAL CORPORATION (Including dentistry, podiatry, optometry, etc.) <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> A PROFESSIONAL LEGAL CORPORATION <input type="checkbox"/> OTHER <input type="checkbox"/> Services <input type="checkbox"/> Equipment/ Supplies <input type="checkbox"/> Travel Reimbursement <input type="checkbox"/> Rent <input type="checkbox"/> OTHER	NOTE -Government entities - CO employees are not required to submit this form.
4	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF REVENUE AND TAXATION CODE SECTION 18646 (See reverse) FEDERAL EMPLOYERS IDENTIFICATION (FEIN) SOCIAL SECURITY NUMBER / ITIN [][]-[][][][][][][][][] [][][][]-[][]-[][][][][][][] IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. IF VENDOR ENTITY TYPE IS INDIVIDUAL OR SOLE PROPRIETOR, ENTER SSN. ITIN / SSN IF RESIDENT OF FOREIGN COUNTRY	NOTE Payment will not be processed without an accompanying taxpayer I.D. number.
5	Check All Boxes That Apply California State Tax Withholding Status: <input type="checkbox"/> <u>California Resident</u> Qualified to do business in CA or have a permanent place of business in CA ***** Complete Form 590 ***** <input type="checkbox"/> <u>California Nonresident</u> (See Reverse). Payments to CA nonresidents may be subject to state taxes. <input type="checkbox"/> A Waiver from CA state tax withholding is attached (From the California Franchise Tax Board). <input type="checkbox"/> All services related to this payment were performed OUTSIDE of the state of California. ***** Complete Form 587 ***** Federal Income Tax Withholding Status: <input type="checkbox"/> I Am A US Citizen <input type="checkbox"/> I Am A Permanent Resident Alien and I Have a Green Card <input type="checkbox"/> I Am Not a U.S. Citizen and I Do Not Have a Permanent Resident Green Card Note: All Foreign Citizens/Entities must complete a tax analysis before payments can be made. <input type="checkbox"/> Tax Exempt by Tax Treaty. Country of Residency: _____	NOTE: Prior to making payments to foreign citizens, United States tax laws require all employers to perform a tax analysis with respect to country of citizenship to determine residency for Federal tax purposes. (Please See reverse) NOTE: An estate is a resident if decedent was a California resident at time of death. A trust is resident if one or more trustees are CA residents. Rules for assessing State taxes differ significantly from Federal tax rules. (Please See reverse)
6	I hereby certify under penalty of perjury under the laws of the State of California that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.	
CERTIFYING SIGNATURE	AUTHORIZED VENDOR REPRESENTATIVE'S NAME (PRINT) SIGNATURE	TITLE DATE TELEPHONE NUMBER

PLEASE RETURN TO:
→ → → →

NAME AND ADDRESS

VENDOR ENTITY & PAYMENT TYPE

VENDOR'S TAXPAYER I.D. NUMBER

VENDOR RESIDENCY DECLARATION For Tax Purposes

All Payments Made By The University Are Subject To Federal and California State Tax Laws

CERTIFYING SIGNATURE

VENDOR DATA RECORD

ARE YOU A RESIDENT OR NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate, or trust doing business with the State of California must indicate residency status along with their vendor identification number.

A **corporation** if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call 1-800-852-5711
From outside the United States, call 1-916-845-6500
For hearing impaired with TDD, call 1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident vendors including corporations, individuals, partnerships, estates and trusts are subject to income tax withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no California tax withholding is required if total payments to the vendor are \$1,500 or less for the calendar year.

A nonresident vendor may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a vendor has a history of filing California returns and making timely estimated payments. If the vendor activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Withhold at Source Unit
Attention: State Agency Withholding Coordinator
P.O. Box 651
Sacramento, CA 95812-0651
Telephone: (916) 845-4900
Fax: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

FOREIGN CITIZENS and FOREIGN BUSINESSES

Federal tax withholding regulations differ significantly from California tax withholding requirements. A tax analysis consultation and additional forms must be completed before a payment can be released.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by Revenue and Taxation Code Section 18646, to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is their Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency (ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in section 1.

NOTE:

An estate is a resident if decedent was California resident at time of death.
A trust is a resident if one or more trustees have California residency.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

**RFP 80227 - APPENDIX C
VENDOR INFORMATION FORM**

Name of Firm: _____

Address: _____

Telephone No: (____)_____ Fax No. (____)_____

Signature _____
Authorized Official of the Company

Name/Title _____
Printed Name and Title of Authorized Official

Federal I.D. No: _____

PLEASE CHECK ALL THAT APPLY:

- California Certified Small Business* OSDC # _____
- California Certified Micro-Business* OSDC # _____
- Disabled Veteran Business Enterprise (DVBE)* OSDC # _____
- Government Agency
- Non-Profit Organization
- Enterprise Zone Act (EZA)
- Target Area Contract Preference Act (TACPA)
- Local Agency Military Base Recovery Act (LAMBRA)

***Small/Micro Business and DVBE Participation**

The State of California supports statewide participation goals of 3% for disabled veteran business enterprises and requires agencies to provide a 5% preference when awarding contracts to small/micro businesses or to non-small business firms that commit to subcontracting at least 25% of their net bid price with one or more small/micro certified businesses. Only small/micro businesses certified by the California Office of Small Business and DVBE Certification (OSDC) are eligible to receive the preference. Please attach a copy of your certificate and OSDC Number and/or OSDC numbers of your subcontractor(s). The California State University (CSU) encourages all contractors to utilize DVBE and OSDC-certified small/micro business enterprises whenever possible, and to report their use to the CSU. For further information, please contact the OSDC at (800) 559-5529 or (916) 375-4940.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

**VOLUNTARY STATISTICAL DATA
INFORMATION TO BE USED FOR REPORTING PURPOSES ONLY**

The completion of this form is voluntary. Public Contract Code 10116 requires state agencies to capture information on ethnicity, race, and gender of business owners on all awarded contracts. The agency is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, and/or construction.

The data you provide on this form should best describe the ownership of your business.

Ownership of a business should be determined as follows:

- For a business that is an individual proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

DECLINE TO STATE

Gender Classification:

Female Male

Race Classification – as identified by the U.S. Census Bureau:

American Indian or Alaska Native Asian
 Black or African American Native Hawaiian or Other Pacific Islander
 White Other

Ethnic Classification:

- Asian-Indian – A person whose origins are from India, Pakistan, or Bangladesh.
- Black – Persons having origins in any of the black racial groups of Africa
- Hispanic – Persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race.
- Native American – An American Indian, Eskimo, Aleut, or Native Hawaiian
- Pacific-Asian – A person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United State Trust Territories of the Pacific including the Northern Marianas.
- Other – Any other group of natural persons identified as minorities.

Consortia Campus Reference #1	
Institution Name	
Institution Address	
Number of Associated Institutions	
Number of Faculty	
Number of Students	
Contact Name	
Contact's Title	
Contact's Phone No.	
Contact's Email Address	
Project Installation Start / End Dates	From: (mm/dd/yy) To: (mm/dd/yy)
Brief Description of Project	

Consortia Campus Reference #2	
Institution Name	
Institution Address	
Number of Associated Institutions	
Number of Faculty	
Number of Students	
Contact Name	
Contact's Title	
Contact's Phone No.	
Contact's Email Address	
Project Installation Start / End Dates	From: (mm/dd/yy) To: (mm/dd/yy)
Brief Description of Project	

Consortia Campus Reference #3	
Institution Name	
Institution Address	
Number of Associated Institutions	
Number of Faculty	
Number of Students	
Contact Name	
Contact's Title	
Contact's Phone No.	
Contact's Email Address	
Project Installation Start / End Dates	From: (mm/dd/yy) To: (mm/dd/yy)
Brief Description of Project	

**THE CALIFORNIA STATE UNIVERSITY
SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST**

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

Project No. _____ **Project Name** _____

The undersigned hereby requests preference as a “Small Business” and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2, Section 1896 *et seq.*

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

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

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

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

IMPORTANT NOTICE (Read before signing)

The “Small Business Preference and Certification Request” must be signed in the same name style in which the bidder is certified by the California Department of General Services.

Legal Name Style of Bidder(s)

Signature of Bidder Date

Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm

Is Firm Above a Listed Subcontractor? _____ Yes _____ No Percentage _____

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



Total Proposed Pricing -Year 1

SOFTWARE	Unit Cost**	Campus Size				Total Price
		Small	Medium	Large	Consortium	
		Students: 10,000	20,000	35,000	400,000+	
		Faculty: 250	1,000	3,000	23,000+	
		Courses: 1,000	1,500	3,500	70,000+	
Software License Fees						
Additional License Fees						
Annual Maintenance Fees						
Other Fees or charges						
Available Discounts*						

SERVICES OFFERED (Consulting-hourly)	Unit Cost	Quantity Required				Total Price
		Small	Medium	Large	Consortium	
		Students: 10,000	20,000	35,000	400,000+	
		Faculty: 250	1,000	3,000	23,000+	
		Courses: 1,000	1,500	3,500	70,000+	
Installation						
Migration Services						
Training and Training Materials						
Support Services						
ASP/Software Hosting						
Custom Programming						
(List Other Services)						
TOTAL CONTRACTOR CHARGES						

Include explanations or clarifications of pricing as needed.

*If there are discounts available based on the number of campuses that are included in the contract, please attach additional worksheets with that information, including the range of campuses (1-7, 8-14, 14-21, etc.).

**If there are additional cost models that you wish to discuss, please include that information in this appendix.

Total Proposed Pricing -Year 2

SOFTWARE	Unit Cost**	Campus Size				Total Price
		Small	Medium	Large	Consortium	
		Students: 10,000	20,000	35,000	400,000+	
		Faculty: 250	1,000	3,000	23,000+	
		Courses: 1,000	1,500	3,500	70,000+	
Software License Fees						
Additional License Fees						
Annual Maintenance Fees						
Other Fees or charges						
Available Discounts*						

SERVICES OFFERED (Consulting-hourly)	Unit Cost	Quantity Required				Total Price
		Small	Medium	Large	Consortium	
		Students: 10,000	20,000	35,000	400,000+	
		Faculty: 250	1,000	3,000	23,000+	
		Courses: 1,000	1,500	3,500	70,000+	
Installation						
Migration Services						
Training and Training Materials						
Support Services						
ASP/Software Hosting						
Custom Programming						
(List Other Services)						
TOTAL CONTRACTOR CHARGES						

Include explanations or clarifications of pricing as needed.

*If there are discounts available based on the number of campuses that are included in the contract, please attach additional worksheets with that information, including the range of campuses (1-7, 8-14, 14-21, etc.).

**If there are additional cost models that you wish to discuss, please include that information in this appendix.

Total Proposed Pricing -Year 3

SOFTWARE	Unit Cost**	Campus Size				Total Price
		Small	Medium	Large	Consortium	
		Students: 10,000	20,000	35,000	400,000+	
		Faculty: 250	1,000	3,000	23,000+	
		Courses: 1,000	1,500	3,500	70,000+	
Software License Fees						
Additional License Fees						
Annual Maintenance Fees						
Other Fees or charges						
Available Discounts*						

SERVICES OFFERED (Consulting-hourly)	Unit Cost	Quantity Required				Total Price
		Small	Medium	Large	Consortium	
		Students: 10,000	20,000	35,000	400,000+	
		Faculty: 250	1,000	3,000	23,000+	
		Courses: 1,000	1,500	3,500	70,000+	
Installation						
Migration Services						
Training and Training Materials						
Support Services						
ASP/Software Hosting						
Custom Programming						
(List Other Services)						
TOTAL CONTRACTOR CHARGES						

Include explanations or clarifications of pricing as needed.

*If there are discounts available based on the number of campuses that are included in the contract, please attach additional worksheets with that information, including the range of campuses (1-7, 8-14, 14-21, etc.).

**If there are additional cost models that you wish to discuss, please include that information in this appendix.