

Solicitation SBCMP 0000026262

Student Record Digital Imaging

State of California

Changes made on Jun 1, 2009 4:37:16 PM PDT

New Documents Sample File 1.TIF
 Sample File 2.TIF

Changes were made to the following items:

[Student Record Digital Imaging](#)

Description

In response to a need to safeguard the student records holdings, California State University San Bernardino is seeking proposals to digitize approximately two million (2,000,000) images. Below are the requirements and responsibilities for both the potential vendor of choice and the university.

Added on May 18, 2009:

This addendum addresses the following:

Bid Due Date Extension

Mandatory Pre-Bid Inspection

Campus Summer Hours

Award Criteria

Proposal Format

Revised Bid Proposal Sheet, and

File Format for our Hershey's System

Added on Jun 1, 2009:

In response to a need to safeguard the student records holdings, California State University San Bernardino is seeking proposals to digitize approximately two million (2,000,000) images. Below are the requirements and responsibilities for both the potential vendor of choice and the university.

Added on June 1, 2009:

This addendum addresses the following:

Last Day to Submit Questions

Q&A and Attendance information from Walk-Through

Added on Jun 1, 2009:

Adding flat file (.tif) examples for vendors

Changes made on May 18, 2009 1:47:52 PM PDT

Changes made on Jun 1, 2009 1:56:06 PM PDT

Changes made on Jun 1, 2009 4:37:16 PM PDT



THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

NOTICE TO CONTRACTORS
AND
INVITATION FOR BID

BID NUMBER SBCMP0000026262

PROJECT

Student Record Digital Imaging

BID OPENING DATE & TIME:
June 11, 2009 - 2:00 P.M.

Submit bids to: Procurement and Support services Officer
Sierra Hall, Room 125
California State University, San Bernardino
5500 University Parkway
San Bernardino

SUBMIT BIDS IN A SEALED ENVELOPE PLAINLY MARKED:

BID NUMBER: SBCMP0000026262
BID DATE: June 11, 2009
PROJECT NAME: Student Record Digital Imaging

IF ENTERING A NO BID, PLAINLY MARK "**NO BID**" ON THE OUTSIDE OF THE ENVELOPE.

Questions regarding the specifications of this project should be directed to: Lorraine Frost 909/537-5100

Questions regarding administrative requirements should be directed to: Amy Beran 909/537-5145

California State University, San Bernardino
Student Record Digital Imaging, SBCMP0000026262

EXHIBIT A
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NOTICE TO CONTRACTORS

California State University, San Bernardino, will receive sealed proposals at the Office of Procurement and Support Services Office in the Sierra Hall Building, Room SH-125, California State University, San Bernardino, until 2:00 p.m. on **June 11, 2009**, at which time the bids will be publicly opened and read for Information Resources and Technology at the San Bernardino Campus, located in San Bernardino, California.

All proposals shall be submitted under sealed cover, plainly identified as a proposal for the project being bid upon and addressed as directed in the Notice to Contractors. It is the responsibility of the bidder to see that the bid is received by the proper personnel, at the proper location, and in proper time. Any bid not received by the proper personnel at the proper location by the proper time will be disqualified from consideration, whether or not the bids are actually opened at the time specified (Public Contract Code, Section 10766). The bidder is cautioned that delays caused by public or private mail systems, the University's mail system or any other delivery agent will not excuse the bidder from the obligation to submit the bid as required in this paragraph.

In general, the work consists of Scanning Documents for California State University San Bernardino, in accordance with Exhibits A, B, C and D.

Bids must be submitted for the entire work described therein. Deviation from plans and specifications will not be considered and will be cause for rejection of bids. California State University San Bernardino reserves the right to reject any or all bids, and to waive any minor irregularities. It is the bidder's responsibility to examine carefully all the provisions of the contract documents including the Contract General Conditions prior to submitting a proposal.

BID PROPOSAL: Bidders are required to submit a cost in the space provided for all services as listed in Exhibit D.

REQUIRED LICENSE: No proposal will be accepted from a person, firm, or corporation who has not been licensed in accordance with the provisions of the Business and Professional Code. All bidders must include on the Bid Proposal, their city/state business license(s). All application licenses and permits are the responsibility of the Contractor. A contract will not be awarded to the bidder who does not possess the licenses required by law.

BIDDER QUALIFICATIONS: Bidder is required to have demonstrated experience for comparable jobs of a similar size and complexity.

REFERENCES REQUIRED: Bidder is required to submit with bid proposal, on the reference form provided, a list of three (3) references, including contact names, phone numbers, dates and amount of contract for jobs of a similar size and nature which have been successfully completed by bidder within the last three (3) years. References shall be for work performed at comparable sites, e.g., an institutional setting such as a university campus, hospital, etc. Failure to submit references with bid proposal **may** result in rejection of bid.

SMALL BUSINESS PREFERENCE: Section 14835 et seq. of the California Government Code requires that a five percent preference be allowed to qualified small businesses. In order to qualify for this preference, the bidder must have completed the Small Business Certification Applications and have it filed with the Office of Small Business and DVBE Services no later than 5:00 p.m. of the bid opening date. To obtain the applications and for questions regarding Small Business Preference approval, please contact the office at 916/375-4940 or <http://www.pd.dgs.ca.gov/smbus>. The Small Business Preference is applicable to California based small businesses only.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT: State law requires that its state agencies make efforts to achieve a goal of 3 percent participation for disabled veteran enterprises (DVBEs) in state contracts. Please read the attached DVBE requirement carefully. **THE DVBE TRANSMITTAL FORM, ATTACHMENT 1 AND 2 OF THE DVBE PACKAGE MUST BE SUBMITTED WITH YOUR BID PROPOSAL. IN ADDITION, IF YOU ARE ATTEMPTING THE "GOOD FAITH EFFORT," ATTACHMENT 3 MUST ALSO BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL. FAILURE TO COMPLY WITH THE**

California State University, San Bernardino
Student Record Digital Imaging, SBCMP0000026262

EXHIBIT A
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DVBE REQUIREMENT WILL CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR AWARD OF THE CONTRACT.

Bidders are advised to commence the required DVBE procedure immediately upon receipt of plans and/or specifications.



By _____
Kathy Hansen
Director, Procurement & Support Services
May 12, 2009

ATTACHMENTS:

1. Exhibit A: Notice to Contractors
2. Exhibit B: Contract General Conditions
3. Exhibit C: Detailed Specifications
4. Exhibit D: Bid Proposal
5. Reference Form
6. Small Business Preference and Certification Request
7. Proposed Small Business Subcontractors
8. Disabled Veteran Business Enterprise (DVBE) Participation Requirement
9. CSU Bidder Certification
10. CSU General Provisions for Service Acquisitions

California State University, San Bernardino
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Exhibit B
Page 1 of 1

CONTRACT GENERAL CONDITIONS

TERM OF AGREEMENT: This agreement shall commence **July 1, 2009**, or upon final execution of contract documents by the University and the Contractor and shall terminate **November 30, 2009**, subject to availability of funds.

PAYMENT OF SERVICES: The Contractor shall be reimbursed in arrears, on a monthly basis, upon completion of services to the satisfaction of the State and in accordance with the schedule of payment set forth in bid and upon receipt of proper invoice in duplicate by the Accounting Office, California State University, San Bernardino, 5500 University Pkwy, San Bernardino, California, 92407.

If necessary, at the commencement or termination of this contract, payments shall be made for any fractional part of a month's service at the rate of one-thirtieth (1/30th) of the monthly charge for each day of service rendered. Should contractor fail to provide required service on any scheduled work, one-thirtieth (1/30th) of the monthly charge shall be deducted from the monthly payment for each day required service was not provided.

SUPPLEMENTARY GENERAL CONDITIONS FOR CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS: The following amendment to Article 2-c and Article 2-e of the CSU General Provisions for Service Acquisitions by this reference, shall be incorporated therein:

Article 2. **Invoices**, (c), delete the following:

Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.

Article 2. **Invoices**, (e), delete the following:

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

DETAILED SPECIFICATIONS

1.01 SCOPE OF WORK

In response to a need to safeguard the student records holdings, California State University San Bernardino is seeking proposals to digitize approximately two million (2,000,000) images. Below are the requirements and responsibilities for both the potential vendor of choice and the university.

A. VENDOR REQUIREMENTS AND RESPONSIBILITIES

- Vendor will scan documents onsite to ensure security of confidential records.
- Vendor will provide an electronic file generated from scanning that can be electronically uploaded to campus repository server on a regular basis, frequency capability to be noted in proposal.
- Vendor will provide access to campus personnel, any software tools during engagement to allow for viewing of images to allow for quality assurance.
- Vendor will supply the workstation and scanners needed to complete the work in a timely fashion.
- The format of the electronic file must be compatible or meet the standards of the Hershey System's Singularity input format (schema will be provided).
- Proposal must include costs associated with document preparation.
- Proposal should provide an overall total cost per image estimate.
- Vendor will provide a breakdown of the activities they will be responsible for or not responsible for (i.e. document preparation, scanning, indexing, calibration of scanner, etc.).
- Vendor will calibrate their scanner to ensure quality scanned document images.
- Vendor will provide a weekly and monthly summary report on number of images scanned to date.
- Vendor will provide training and assistance on reviewing documents for quality assurance.
- Vendor will provide estimates on hours of labor required for the placement of lead sheets in the student file, transporting of student files to the workstations, removal from the workstation area and the removal of staples and/or paperclips from the documents.
- Vendor employees are responsible for paying for campus parking.
- Scanning needs to be completed no later than November 30, 2009. If this timeline cannot be met, then an alternative schedule needs to be suggested with reasoning.
- Vendor will provide training to staff to perform the tasks listed below.

B. CAMPUS RESPONSIBILITIES

- Campus will provide a bar coded lead sheet with a minimum of three index fields: Student ID, SSN, Student Name (other fields to be negotiated).
- Campus will provide resources to place correct lead sheet in each student file.
- Campus will transport student files to the assigned scanning area for processing.
- Campus will remove student files once scanned.
- Campus will provide personnel to conduct quality assurance on scanned images.
- Campus will provide, on a monthly basis, validation that the vendor is meeting expectations and provide any concerns to be rectified in a timely manner.
- Campus will provide resources to allow work to commence no later than July 1, 2009.
- Campus will provide the work area including desks, chairs, phone, and internet connection for setup of equipment.

If vendor has alternatives to requirements and responsibilities, please outline and explain.

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Exhibit D
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CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
5500 UNIVERSITY PARKWAY
SAN BERNARDINO, CA 92407

Bid Proposal

Job Title: **Digital Imaging, San Bernardino Campus, Bid #SBCMP0000026262**

To: Procurement Support Services Office
Sierra Hall Building, Room -125
California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407

- 1. In compliance with your Notice to Contractors dated May 12, 2009, for provisions of Digital Imaging at California State University, San Bernardino, I hereby submit the following quote to provide the services as described for the monthly rate of:

Digital Imaging \$ _____/Image (Qty = ~2,000,000 Images)
Set-up Costs \$ _____/Service
Document Preparation \$ _____/Service or Image (please specify)
Other Services _____ \$ _____/Service or Image (please specify)
(Please describe other possible services)
Total Bid: \$ _____

NOTE: Any alteration or erasure or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, California State University will use the lower figure irrespective of the bidder's intent.

If entering a "NO BID" for the entire service, please indicate that in the space provided and return this page only to the University to remain on the bidder's lists.

_____ "NO BID" (_____ Company Name)

- 2. We are an approved Small business contractor and are hereby requesting the 5% Small Business Preference.

***YES** ____ **NO** ____

- A. **If your business is currently certified** by the Office of Small Business Certification and Resources (OSBCR), *include copy of your company's OSBCR small business certification letter with your response.
- B. **If your company is not yet certified:**
 - 1. Obtain, complete and submit a copy of form OSBCR STD. 813, "Small Business Certification Application" to the OSBCR in Sacramento no later than 5:00 p.m. of the bid opening date. Forms and information regarding the preference may be obtained by calling the OSBCR at 916/375-4940. <http://www.pd.dgs.ca.gov/smbus>

2. Complete and initial the following statement: "I hereby certify that my company submitted a complete copy of Std. 813 to the Office of Small Business Certification and Resources on __/__/__(date)." Initials: _____

3. Worker's Compensation: The Bidder's signature affixed hereon certifies that the bidder is aware of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake such provisions before commencing the performance of such work.

4. Eligibility to Bid: The bidder's signature affixed hereon and dated shall constitute a certification under penalty of perjury that the bidder or any subcontractor to be engaged by the bidder has not been convicted by a court of competent jurisdiction of charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award, or performance of, any public works contract within the preceding three years. (Public Contract Code, Section 20285 et seq.)

5. Drug-Free Workplace Certifications: By signing this contract, the Contractor or grantee hereby certifies under penalty or perjury under the laws of the State of California that the Contractor or grantee 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:
 1. Publish a statement notifying employees that unlawfully 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).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all the following:
 - a) the danger of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance program; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor or grantee may be ineligible for award of any future State contracts if the department determines that any of the following occurred; (1) the Contractor or grantee has made false certification, or (2) violates the certifications by failing to carry out the requirements as noted above.

6. We acknowledge receipt of addenda number(s) _____.

Prospective Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

The undersigned bidder hereby submits this bid pursuant to the contract documents:

Signature and Title (Print Name) Date

Name of Company as Licensed

Address City State Zip

() ()
Telephone Number Fax Number

Business License Number, Class and Expiration Date Federal ID/SSI Number

Corporation _____ Partnership _____ Individual _____

Please Check ALL that apply of the following:

- _____ Large Business
- _____ Small Business
- _____ Non-Profit/Government Agency
- _____ Disabled Veteran-Owned Agency
- _____ Non-California Based Business

Please check, if applicable, only ONE of the following:

- _____ American Indian-Owned (A)
- _____ Asian-Owned (B)
- _____ Black-Owned (C)
- _____ Filipino-Owned (D)
- _____ Hispanic-Owned (E)
- _____ Woman-Owned (4)
- _____ White-Owned (5)

Disabled Veteran-Owned Business Enterprises: The legislature has established a participation goal of 3% of awards to disabled veteran-owned business.

REFERENCES

PROJECT: California State University, San Bernardino
Student Records Digital Imaging
SBCMP0000026262

Bidder Name: _____

NOTE: Provide a brief description of the project and the role of your company for each client listed. Identify, by name, your project manager who worked on this project and who will be assigned to the CSUSB project.

Client: _____

Address: _____

Telephone No: _____ Contact Name: _____

Date Project Started: _____ Completed: _____ Contract Dollar Value: _____

Description: _____

Client: _____

Address: _____

Telephone No: _____ Contact Name: _____

Date Project Started: _____ Completed: _____ Contract Dollar Value: _____

Description: _____

Client: _____

Address: _____

Telephone No: _____ Contact Name: _____

Date Project Started: _____ Completed: _____ Contract Dollar Value: _____

Description: _____

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

Bid/Project No. _____

Bid/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 it commits to subcontract at least 25% of its net bid price with one or more small business(es), submit a timely responsive bid, be determined a responsible bidder and submit a list of the small business(es) subcontractors that includes name, address, phone number, description of the work to be performed, and the dollar amount or percentage per subcontractor.

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.

Legal Name of Business

Signature of Bidder

Date



CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

List of Proposed Small Business Subcontractors

Bid/Project No. _____

Non-small businesses that intend to claim the small business preference and commit to subcontract at least 25% of its net bid price with one or more small businesses shall list those small businesses hereon, and shall also indicate the dollar amount or percentage of work that each small business subcontractor will perform (reference California Code of Regulations, Title 2, Section 1896 *et seq.*). Substitution of any small business subcontractor shall be done pursuant to the provisions of California Code of Regulations, Title 2, Section 1896.10

Name of subcontractor	_____	\$ Amount or % of Work	_____
Subcontractor's Address	_____	Description of Work	_____
	_____		_____
Small Business Certification Number	_____	Subcontractor Phone #	_____

Name of subcontractor	_____	\$ Amount or % of Work	_____
Subcontractor's Address	_____	Description of Work	_____
	_____		_____
Small Business Certification Number	_____	Subcontractor Phone #	_____

Name of subcontractor	_____	\$ Amount or % of Work	_____
Subcontractor's Address	_____	Description of Work	_____
	_____		_____
Small Business Certification Number	_____	Subcontractor Phone #	_____



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

I. STATEMENT OF DVBE PARTICIPATION GOAL REQUIREMENT

State law requires that state agencies make efforts to achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts.

Read this document carefully. Failure to comply with the DVBE requirement may cause your bid to be deemed nonresponsive and your firm ineligible for award of this contract.

II. DEFINITIONS

The following definitions have general applicability throughout this document.

- A. **Trustees** as used herein, means the Board of Trustees of the California State University and includes any division or campus thereof which has been delegated the authority to enter into contracts on behalf of the Trustees, and any person acting under authority of such delegation.
- B. **Bidder** as used herein, means any person or entity making an offer or proposal, competitively or non competitively, for the purpose of securing the awarding or letting of a contract by the Trustees.
- C. **Disabled Veteran** as used herein, means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- D. **Disabled Veteran Business Enterprise (DVBE)** as used herein, means a business concern certified by the Office of Small Business and DVBE Services Certification Programs as meeting all of the following:
1. The business is at least, 51 percent owned by one or more disabled veterans or in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
 2. One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business concern.
 3. A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.

III. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT

- A. **Goal Attainment and/or "Good Faith Effort"**

In order to satisfy and be responsive to this requirement, the bidder must either meet the DVBE Participation Goal or document a "Good Faith Effort" to meet that goal as follows:

1. **DVBE Participation Goal Attainment**

The three (3) percent Disabled Veteran Business Enterprise (DVBE) Participation Goal is attained when:

- (a) The bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the contract dollar amount; or
- (b) The bidder is a DVBE and committed to performing not less than three (3) percent of the contract dollar amount with its own forces or in combination with those of other DVBEs.

2. **Good Faith Effort**

A "Good Faith Effort" to meet the DVBE goal is achieved by doing **all** of the following five items **prior** to the final bid due date. Each of these items must be satisfied for each contract bid. The bidder shall:

- (a) Contact the Trustees, *campus designated*, DVBE Coordinator for this bid to identify potential DVBEs. This telephone call will initiate the provision of information to the bidder;
- (b) Contact other state and federal government agencies and local DVBE organizations to identify potential DVBEs for this contract;
- (c) Advertise in trade paper and papers focusing on DVBEs. Advertisement must have appeared in publications at least ten (10) calendar days prior to the bid due date, unless time limits imposed by the Trustees do not permit that advertising;
- (d) Send solicitation to potential DVBE subcontractors and suppliers for this contract with sufficient lead time to fully entertain and consider responding bids. Sufficient lead time is at least ten (10) calendar days prior to the bid due date, unless time limits imposed by the Trustees do not permit that lead time; and
- (e) Consider responding DVBEs for participation in this contract.

B. **Approved Utilization Plan**

1. **General**

In satisfaction of the DVBE participation goal requirement, State law permits bidders bidding on contracts for materials, supplies, or equipment, including electronic data processing ("EDP") goods and services to submit a DVBE Utilization Plan that has been approved, prior to the final bid due date, by the State Department of General Services Procurement Division.

AN APPROVED UTILIZATION PLAN MAY NOT BE USED TO SATISFY THE DVBE PARTICIPATION GOAL REQUIREMENT FOR ANY PUBLIC WORKS CONTRACT.

2. Utilization Plan Criteria and Approval

(a) Criteria

At a minimum, the Utilization Plan must include all of the following information:

- (1) A statement of the vendor's disabled veteran business enterprise utilization plan, including the primary objectives of the utilization plan.
- (2) An explanation showing sufficient business reasons why the vendor did not meet disabled veteran business enterprise participation goals set forth in the vendor's disabled veteran business utilization plan submitted to, and approved by, the Department of General Services in the previous year, if applicable. Further, if vendor did not meet the disabled veteran business participation goals in the previous year, the vendor shall also identify remedial steps it will take to meet the goals in the current utilization plan.
- (3) A statement of the vendor's disabled veteran business utilization goals for the succeeding year. At a minimum these utilization goals shall be equal to the statewide participation goals set forth in subdivision (c) of Section 10115 of the Public Contract Code.
- (4) Estimated total dollars to be subcontracted by the vendor for sales within the United States for the succeeding year.
- (5) Estimated total dollars to be subcontracted by the vendor for sales within the State of California for the succeeding year.
- (6) Total dollars, as expressed as a percentage of the amount estimated pursuant to paragraph (5) intended to be subcontracted with disabled veteran-owned business enterprises.
- (7) A representative listing of the products and services that the vendor anticipates subcontracting, including an identification of the types of subcontracting planned for disabled veteran business enterprises.
- (8) The name of the individual employed by the vendor who will administer the vendor's utilization plan, including a description of the duties of the individual.
- (9) A description of the efforts that the vendor will undertake to ensure that disabled veteran business enterprises will have an equitable opportunity to compete for contracts.
- (10) A listing of the records and reports that the vendor will maintain to demonstrate the practices and procedures that have been adopted to comply with the requirements and goals of the utilization plan.

(11) Affirmation that the vendor met the statewide disabled veteran business enterprise utilization goals for the previous year, if applicable.

(b) Approval

A business utilization plan shall be considered approved by the Department of General Services as of the date submitted to the Department of General Services so long as the plan meets the minimum criteria set forth in paragraphs (1) to (11), inclusive, in Subsection (a) above.

IV. DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENTS

A. General

The bidder must document its effort to either meet the DVBE participation goal requirement or make a good faith effort to meet it.

Bidders who propose goal attainment are encouraged to submit documentation for making a "Good Faith Effort" also. This will ensure against the possibility that the Trustees will not agree that goal attainment has, in fact, been met.

The bidder's efforts to meet the contract DVBE Participation Goal and/or make a "Good Faith Effort" to meet the goal must be sincere and the documentation must be sufficient to reasonably demonstrate that sincerity to the Trustees. Final determination of DVBE Participation Goal attainment or a "Good Faith Effort" by the bidder shall be at the Trustees' sole discretion.

B. Required Documentation

The DVBE documentation forms that must be completed are as follows and instructions for completing the required forms correctly are included to assist the bidder.

1. DVBE Transmittal Form

Bidders must fill out and attach the DVBE Transmittal Form as a cover sheet to the required documents and submit it and the additional required documentation within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.

2. Summary of Disabled Veteran Owned Business Participation (Attachment 1)

Whether DVBE Participation Goal Attainment or the "Good Faith Effort" alternative is chosen, Attachment 1, Summary of Disabled Veteran Owned Business Participation, must be completed showing the type of work and

company proposed for DVBE participation, their subcontractors (if any), and other related information. If no participation is achieved, the bidder is to state "N/A" or "None" on the first line of the form. Complete the form providing the information as follows:

- (a) **Company Name** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.
 - (b) **Nature of Work** - identify the proposed work or service to be provided by the listed company.
 - (c) **Contracting With** - list the name of the department or company with which the company listed is contracting.
 - (d) **TIER** - the contracting tier should be indicated with the following level designations:
 - 0 = Prime contractor;
 - 1 = First tier subcontractor/supplier;
 - 2 = Second tier subcontractor/supplier of first tier subcontractor/ supplier;
 - 3 = Third tier subcontractor/supplier of second tier subcontractor/ supplier; etc.
 - (e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a disabled veteran business enterprise.
 - (f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.
 - (g) **DVBE Certification** - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and DVBE Services Certification Programs for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.
3. **Bidder's Certification (Attachment 2)**

The bidder must sign and include **the Bidder's Certification**, certifying that each firm listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

4. **Documentation of Good Faith Effort (Attachment 3 (3 pages))**

Bidders must submit documentation to support their contacts with the Trustees, other state and federal governmental agencies, and other organizations that helped identify or provided a list of interested DVBEs for this contract. A list of dates, times, (if known), organizations contacted, and contact names and phone numbers must be provided to corroborate these contacts.

C. **Timeframe for Submitting Documentation**

The DVBE participation documentation must be submitted within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe

otherwise designated by the Trustees. Failure to submit full and accurate documentation within the specified or designated timeframe will result in your firm being deemed non-responsive, and thus ineligible for award of the contract.

V. USE OF PROPOSED DVBE

If awarded the contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the Trustees under the default section of the contract.

VI. ADDITIONAL DVBE INFORMATION SOURCES

- A. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

Office of Small Business and DVBE Services, Room 1-400
P.O. Box 989052,
West Sacramento, CA 95798-9052 (mailing address)

Office of Small Business and DVBE Services
707 Third Street, First Floor, Room 400
West Sacramento, CA 95605 (physical address)

Telephone number: (800) 559-5529 or (916) 375-4940 or by fax at (916) 375-4950

Email: osdchelp@dgs.ca

Or, via the Internet at <http://www.pd.dgs.ca.gov/dvbe/aboutcerts.htm>

VII. CONTRACT AUDITS

Contractor agrees that the Trustees or its delegate will have the right to obtain, review, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of a contract. Contractor agrees to provide the Trustees or its delegate with any relevant information requested and shall permit the Trustees or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this contract.

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Disabled Veteran Business Enterprise (DVBE) Participation Requirement

DVBE Transmittal Form

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within the time frame specified in the bid solicitation.

Campus: _____

Project Name: _____

Project Number: _____

Bid Date: _____

Name of Contractor Submitting Bid: _____

Please check off the following to insure you have included them in your documentation:

___ Attachment 1: Summary of DVBE Participation

___ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

___ Attachment 3 (3 Pages): Documentation of Good Faith Effort

___ Attachment of Any Additional Supporting Documentation

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 1

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE \$	PERCENTAGE OF CONTRACT (%)	OSDS DVBE CERTIFICATION

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

Executed on: _____, at _____ in the state of _____
Date City

 Signature of Contractor or Authorized Agent

 Project Name

 Project Number

 Printed Name

 Firm Name

 Telephone

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**Attachment 2****BIDDER'S CERTIFICATION
DISABLED VETERAN BUSINESS ENTERPRISE
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of Section 999.9 of the Military and Veterans Code.

Date

Signature of Authorized Agent

Title

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THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Attachment 3
Page 1 of 3

DOCUMENTATION OF GOOD FAITH EFFORT

A. List below the contacts made with the CSU, other state and federal agencies and Disabled Veteran Business Enterprise (DVBE) organizations in an effort to identify potential DVBEs for participation in this contract. Include dates, times, contact names and phone numbers.

Table with 3 columns: DATE/TIME, AGENCY/ORGANIZATION, CONTACT/PHONE #. Includes sub-sections: CALIFORNIA STATE UNIVERSITY, STATE AGENCIES, FEDERAL AGENCIES, LOCAL AGENCIES/ORGANIZATIONS.

B. Vendors are to list trade papers and other publications focusing on DVBEs in which the bidder advertised for participation in this contract. Include the date of advertisement and attach copies of such advertisements.

Table with 2 columns: Name of Trade/Focus Publications, Dates of Advertisement. Includes numbered rows 1, 2, 3.

Contractor/Bidder Name: _____

THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

**Attachment 3
Page 2 of 3**

DOCUMENTATION OF GOOD FAITH EFFORT

C. List potential DVBEs that the bidder solicited for participation in this contract along with the dates the solicitations were sent. Contractor/Bidder to attach a sample of the solicitation sent to DVBE firms. If phone contact was made, please describe the services or products for which you solicited participation.

DVBE Firm	Date of Mailing	Date of Telephone Contact	Results Selected/Reason for Non-Selection
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

D. DVBE Solicitations

Solicitation Sample:

Bidder must attach a sample of the solicitation sent to DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

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THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

**Attachment 3
Page 3 of 3**

DOCUMENTATION OF GOOD FAITH EFFORT

Identification of (1) all DVBEs who submitted bids or quotations, (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids, and (6) the reason for the bidder not accepting the DVBE's bid. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids (\$) (3)	Subcontractor/ Supplier to be used (4)	Bid Amount Accepted (5)	Reason not Accepted (6)

CSU OFFICE USE ONLY

Recommendation

- _____ Met Goals
- _____ Did exert good faith effort
- _____ Did not exert good faith effort

Approved _____ Disapproved _____

Signed: _____ Date: _____
 DVBE Coordinator

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CSU BIDDER CERTIFICATIONS CRL 062

INSTRUCTIONS

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

This form should be used when Form CRL 061, CSU Solicitation Provisions and Bidder Certifications, will not be included in the solicitation documents.

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

BIDDER CERTIFICATIONS

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

1. **Americans With Disabilities Act (ADA):** Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
2. **Unfair Practices Act:** Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
3. **Violation of Air or Water Pollution Laws:** Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution.
By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.
4. **Compliance with NRLB Orders:** In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an

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order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

5. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

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

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553).

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

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

7. Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such

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information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.

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

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

Current CSU Employees (PCC Section 10831):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
- b) No officer or employee shall contract on his or her own behalf as an independent contractor with any CSU department to provide goods or services.
- c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

- a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.
- b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he

CSU BIDDER CERTIFICATIONS
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or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

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

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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

- (a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (e) 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.

8. Assignments

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

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

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

11. General Indemnity

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

12. Use of Data

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

13. Termination for Default

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

14. Personnel

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

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

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- (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 Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, 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 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

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

19. 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 notification.

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

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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 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. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

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 Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

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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.

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.

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. 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)

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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

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- (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.

38. 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.

39. 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;
 - (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.

40. 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

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the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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

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

41. 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.

TO THE **STUDENT RECORD DIGITAL IMAGING** (BID # SBCMP0000026262) FOR THE CAMPUS OF CALIFORNIA STATE UNIVERISTY, SAN BERNARDINO.

Prepared by:

Procurement and Support Services Officer
Sierra Hall Building, Room 125
California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407-2397

May 18, 2009

The following corrections, additions, deletions, and/or modifications to the above proposal package, by this reference, shall be incorporated therein:

NOTICE TO CONTRACTORS:

BID DUE DATE:

The bid due date has been extended. **Proposals will be received until 2:00 p.m. on Friday, June 19, 2009** in the office of the Procurement & Support Services Office, Sierra Hall, Room 125, on the campus of California State University, San Bernardino, 5500 University Parkway, San Bernardino, CA 92407.

MANDATORY PRE-BID INSPECTION:

A mandatory pre-bid inspection has been scheduled for **Wednesday, May 27, 2009 at 1:00 p.m.** Interested bidders must attend the scheduled walk-through and should assemble at University Hall, Room 232, at this time. Failure to attend scheduled walk-through **MAY** be grounds for rejection of bid.

CAMPUS SUMMER HOURS:

Please note that our campus will be working 4/10 schedule **from June 22, 2009 through September 11, 2009**. Therefore, there will be no work hours available on Fridays during this period. Our records office is also closed on Saturday and Sunday.

AWARD CRITERIA:

The award will be made on a competitive basis using best value analysis at the discretion of California State University, San Bernardino.

The University will evaluate the responses to this bid based on the contractor's ability to:

- Meet the functional and technical requirements described in this proposal.
- Provide a cost-effective solution.
- Demonstrate expertise and functionality as evidenced by client references.
- Provide a superior level of customer service and technical support evidenced by references.
- Provide responses that are clear, concise, and complete.
- Provide responses that answer all of the questions.

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

Understanding and addressing the interface with Singularity	35 Points
Cost	30 Points
Related experience in digitizing documents of this type	20 Points
Ability to work onsite within the campus operating hours	15 Points
Total Points:	100 Points

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

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

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

PROPOSAL FORMAT:

The bidders are required to send six (6) printed copies of the response and price submission. Each copy must be bound in a 3-ring binder. California State University, San Bernardino will accept an electronic copy on a CD ROM in Adobe PDF format. The technical response should be included in one PDF file. Collateral or financial material not available in Adobe PDF format may be submitted in hard copy. In the event of any discrepancies between the electronic file attachments and the printed-paper information, the printed information will prevail.

A Cover Letter must be provided, containing a summary of Bidder's ability to perform the services described in the IFB and confirming that the Bidder is willing to perform those services and enter into a contract with California State University, San Bernardino. The letter must be signed by a person having the authority to commit the Bidder to the contract.

Proposal documents should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Proposals should emphasize the bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal. **DO NOT INCLUDE ADDITIONAL GRAPHICS IN THE ELECTRONIC COPY THAT ARE NOT OTHERWISE IN THE ORIGINAL HARD COPY OF THE PROPOSAL. DO NOT INCLUDE ANIMATION OF ANY KIND IN THE PROPOSALS. EMPHASIS SHOULD BE**

CONCENTRATED ON CONFORMANCE TO THE IFB INSTRUCTIONS, RESPONSIVENESS TO THE IFB REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT.

BID PROPOSAL SHEET:

The Document Preparation portion of the Bid Proposal sheet has been moved, as it is changed to an optional item. Please see attached revised proposal sheet.

HERSHEY'S IMPORT BATCH FILE FORMAT:

- The same piece of code can handle both non-multi-value and multi-value fields.
- Delimiter = “;”
- New Document Indicator is “Doc_Class=”

New Batch=“Image Count” **New Batch=**“Batch Number” **New Batch=**“Batch Date” **New Batch=**“Batch Time”

Doc_Class=“Doc Class Name”;**dcf_IndexFieldName**“#1 =”Data Value”;

dcf_IndexFieldName “ #n =”Data Value”;

Image=“Image 1 Path”

.

.

Image=“Image n Path”

(Start of a New Document)

Doc_Class=“Doc Class Name”;**dcf_IndexFieldName**“#1 =”Data Value”;

dcf_IndexFieldName “ #n =”Data Value”;

Image=“Image 1 Path”

.

.

Image=“Image n Path”

Doc_Class=Archive Load - only one doc class will be used for the loading of the scanned materials to enable increased throughput

Example

New Batch=5 **New Batch=**HR Test Batch **New Batch=**11/20/2001 **New Batch=**17:37:06

Doc_Class=Archive Load;**dcf_StudentID=**545-48-7517;

dcf_Lastname=Woods;**dcf_Firstname=**Mark;**dcf_Middlename=**F;

Image=c:\test\1.tif

Doc_Class=Archive Load;**dcf_StudentID=**456-78-1324;

dcf_Lastname=Anderson;**dcf_Firstname=**Eric;**dcf_Middlename=**George;

Image=c:\test\2.tif

Image=c:\test\3.tif

Doc_Class=Archive Load;**dcf_StudentID=**752-12-4531;

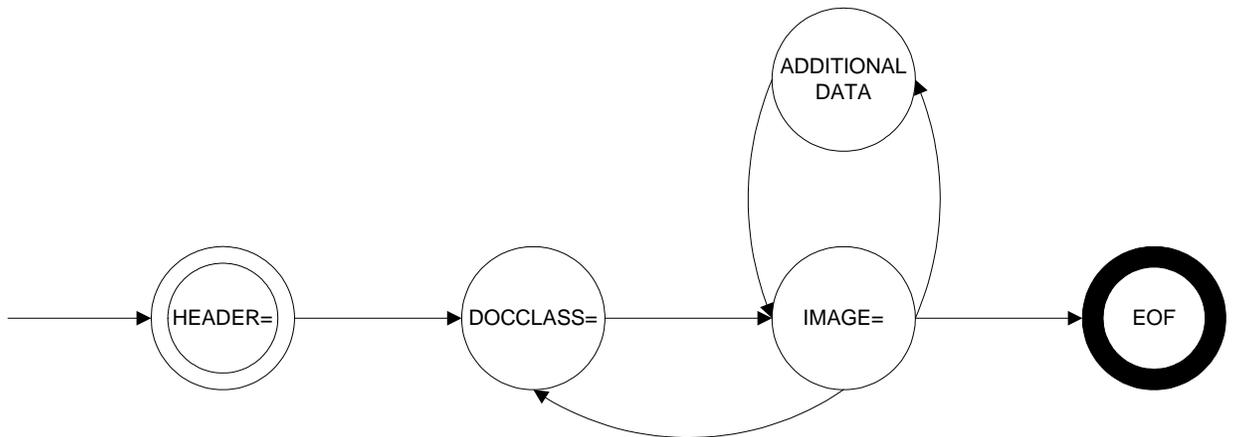
dcf_Lastname=Thomas;**dcf_Firstname=**Timothy;**dcf_Middlename=**ROBERT;

Image=c:\test\4.tif

Image=c:\test\5.tif

Graphical Representation of OCRff batch file processing

The following visio diagram is called a “state diagram.” The program parses the file and moves to different states of processing. If data parsed doesn’t conform to this format an error is thrown.



ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

PLEASE NOTE:

THIS ADDENDUM SHALL BE NOTED AS RECEIVED AND **ACKNOWLEDGED ON BID PROPOSAL FORM** WHEN SUBMITTED AS OUTLINED IN BID PACKAGE REFERENCED ABOVE. FAILURE TO PROPERLY ACKNOWLEDGE ADDENDUM MAY BE CAUSE FOR REJECTION OF BID.

California State University, San Bernardino
Student Records Digital Imaging, SBCMP000026262

Exhibit D – Addendum No. 1
Page 1 of 3

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
5500 UNIVERSITY PARKWAY
SAN BERNARDINO, CA 92407

Bid Proposal

Job Title: **Digital Imaging, San Bernardino Campus, Bid #SBCMP000026262**

To: Procurement Support Services Office
Sierra Hall Building, Room -125
California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407

- 1. In compliance with your Notice to Contractors dated May 12, 2009, for provisions of Digital Imaging at California State University, San Bernardino, I hereby submit the following quote to provide the services as described:

Digital Imaging \$ _____/Image (Qty = ~2,000,000 Images)

Set-up Costs \$ _____/Service

Other Services _____ \$ _____/Service or Image (please specify)
(Please describe other possible services)

Total Bid: \$ _____

Document Preparation \$ _____/Service or Image (please specify)
(Optional Service)

NOTE: Any alteration or erasure or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, California State University will use the lower figure irrespective of the bidder's intent.

If entering a "NO BID" for the entire service, please indicate that in the space provided and return this page only to the University to remain on the bidder's lists.

_____ "NO BID" (_____ Company Name)

- 2. We are an approved Small business contractor and are hereby requesting the 5% Small Business Preference.

***YES** ____ **NO** ____

A. **If your business is currently certified** by the Office of Small Business Certification and Resources (OSBCR), *include copy of your company's OSBCR small business certification letter with your response.

B. **If your company is not yet certified:**

- 1. Obtain, complete and submit a copy of form OSBCR STD. 813, "Small Business Certification Application" to the OSBCR in Sacramento no later than 5:00 p.m. of the bid opening date. Forms and information regarding the preference may be obtained by calling the OSBCR at 916/375-4940. <http://www.pd.dgs.ca.gov/smbus>

2. Complete and initial the following statement: "I hereby certify that my company submitted a complete copy of Std. 813 to the Office of Small Business Certification and Resources on ___/___/___(date)." Initials: _____

3. Worker's Compensation: The Bidder's signature affixed hereon certifies that the bidder is aware of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake such provisions before commencing the performance of such work.

4. Eligibility to Bid: The bidder's signature affixed hereon and dated shall constitute a certification under penalty of perjury that the bidder or any subcontractor to be engaged by the bidder has not been convicted by a court of competent jurisdiction of charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award, or performance of, any public works contract within the preceding three years. (Public Contract Code, Section 20285 et seq.)

5. Drug-Free Workplace Certifications: By signing this contract, the Contractor or grantee hereby certifies under penalty or perjury under the laws of the State of California that the Contractor or grantee 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:
 1. Publish a statement notifying employees that unlawfully 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).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all the following:
 - a) the danger of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance program; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor or grantee may be ineligible for award of any future State contracts if the department determines that any of the following occurred; (1) the Contractor or grantee has made false certification, or (2) violates the certifications by failing to carry out the requirements as noted above.

6. We acknowledge receipt of addenda number(s) _____ .

California State University, San Bernardino
Student Records Digital Imaging, SBCMP000026262

Exhibit D – Addendum No. 1
Page 3 of 3

Prospective Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

The undersigned bidder hereby submits this bid pursuant to the contract documents:

Signature and Title (Print Name) Date

Name of Company as Licensed

Address City State Zip

() ()
Telephone Number Fax Number

Business License Number, Class and Expiration Date Federal ID/SSI Number

Corporation _____ Partnership _____ Individual _____

Please Check ALL that apply of the following:

- _____ Large Business
- _____ Small Business
- _____ Non-Profit/Government Agency
- _____ Disabled Veteran-Owned Agency
- _____ Non-California Based Business

Please check, if applicable, only ONE of the following:

- _____ American Indian-Owned (A)
- _____ Asian-Owned (B)
- _____ Black-Owned (C)
- _____ Filipino-Owned (D)
- _____ Hispanic-Owned (E)
- _____ Woman-Owned (4)
- _____ White-Owned (5)

Disabled Veteran-Owned Business Enterprises: The legislature has established a participation goal of 3% of awards to disabled veteran-owned business.

ADDENDUM NO. 2

Page 1 of 1

TO THE **STUDENT RECORD DIGITAL IMAGING** (BID # SBCMP0000026262) FOR THE CAMPUS OF CALIFORNIA STATE UNIVERISTY, SAN BERNARDINO.

Prepared by:

Procurement and Support Services Officer
Sierra Hall Building, Room 125
California State University, San Bernardino
5500 University Parkway
San Bernardino, CA 92407-2397

June 1, 2009

The following corrections, additions, deletions, and/or modifications to the above proposal package, by this reference, shall be incorporated therein:

NOTICE TO CONTRACTORS:

Last Day to Submit Questions:

The last day to submit questions in regards to this bid is **Friday, June 5, 2009**. Please submit all questions through www.bidsync.com, and we will answer them as quickly as possible.

Q&A and Walk-Through Attendees:

A list of questions and answers that were brought up at the Bidders Conference, and the names and contact information of all attendees has been attached to the bid advertisement. The questions and answers are located in the **Transcript** hyperlink, as an attachment. The attendees are located in the **Attendance** hyperlink. There were a few attendees that could not be found in the supplier search, so a spreadsheet of each supplier is attached in the **Transcript** hyperlink.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

PLEASE NOTE:

THIS ADDENDUM SHALL BE NOTED AS RECEIVED AND **ACKNOWLEDGED ON BID PROPOSAL FORM** WHEN SUBMITTED AS OUTLINED IN BID PACKAGE REFERENCED ABOVE. FAILURE TO PROPERLY ACKNOWLEDGE ADDENDUM MAY BE CAUSE FOR REJECTION OF BID.

SOCIAL SECURITY NUMBER CHANGE FORM

Office of Records, Registration and Evaluations ♦ University Hall 171 ♦ 909-880-5200

(Please Print Clearly)

Current Name On CSUSB Records: Coyote Joe _____
Last First Middle

Current Social Security Number or Student Identification Number on records: 000 - 00 - 0000

Please change my student records to reflect my Social Security Number as: 000 - 00 - 0001

DO YOU HAVE A GRADUATION CHECK ON FILE? YES ___ NO TERM & YEAR _____

Student Signature: [Signature] Date: 6-1-09

Submit this form to the Records office. Please allow a minimum of six weeks for processing.

For Office Use Only		
Recorded by: _____	Date: _____	Distribution: White: Records Yellow: Financial Aid Pink: Evaluations
		<small>SSNChgMS.1003al</small>

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO PETITION TO DROP A CLASS AFTER THE CENSUS DATE

A separate petition with documentation must be completed for each class to be dropped. Submit this petition to the instructor and department chair of the class for approval. Upon approval, present the petition to the Dean/Associate Dean of the College in which you are majoring or to the Office of Advising and Student Services, UH 360 if you are an undeclared undergraduate. **THIS IS NOT A PETITION FOR A REFUND.**

NAME Joe Coyote DATE 6-1-09
ADDRESS 22 UNIV PKWY TELEPHONE 909-537-5000
CITY, STATE San Berno ZIP CODE 92407 COYOTE ID # 000000000

UNDERGRADUATE **POSTBACCALAUREATE (GRADUATE)**

Major Math Unclassified Classified
If Classified, Which program / credential _____

Call Number 2111 Course # 001 Course Title _____

Day/Time Class Meets —

Quarter/Year course taken — I am currently enrolled in _____ (total number) units

CHECK APPLICABLE REASON FOR PETITION
 Illness () Work Conflicts () Military orders () Other _____

Describe in detail reason for petition. (Supporting documentation must be attached.)
blan blan blan

Student Signature Date

DEPARTMENT CHAIR & COURSE INSTRUCTOR

Student attendance record _____ Approximate grade in course to date _____

() Approve () Disapprove Reason: _____
() Approve () Disapprove Reason: _____

Instructor Signature Date Department Chair Signature Date
(Department Chair of the class)

DEAN OF THE COLLEGE IN WHICH YOU ARE MAJORING

() Approve () Disapprove Reason: _____

CNS TIME STAMP

Dean / Associate Dean's Signature Date

Question and Answers for Bid #SBCMP 000026262 - Student Record Digital Imaging

OVERALL BID QUESTIONS

Question 1

Please provide the following information:

1. What is the size of onsite work area?
2. What is the internet connection bandwidth of onsite work area?
3. "Campus will provide a bar coded lead sheet with a minimum of three index fields: Student ID, SSN, Student Name (other fields to be negotiated)."
Will you provide the soft copy (e.g. csv or text file) of the index information for us to validate the bar coded index fields?
What is the barcode symbology?
4. Scan specification: b/w, grayscale, color? DPI?
5. Are documents one-sided or two-sided? If two-sided, what % backside needs to be captured?
6. If documents are two-sided, 2 million documents could be 4 million images?
7. What is the condition of the documents?
8. CSU will place the barcode on each file, will the documents be loose and ready to scan or will there need to be preparation work performed?
9. Please provide a more complete description of the documents. (Submitted: May 12, 2009 10:17:34 PM PDT)

Answer

- 1. 10 X 10 cubicle, approximately 100 square feet
- 2. 100 mb
- 3. Yes, this can be made available. We typically use Barcode 39, we can use barcode 11 as well. If another is required, please specify.
- 4. Black and White at 200 DPI
- 5. Most documents are one-sided. We estimate about 30% are two sided. Not all two sided documents need the flip side scanned, such as date stamps are not needed.
- 6. The RFP indicated the bid should be based on 2 million images, so we do not anticipate doubling this figure. We are estimating about 1.2 million documents with some needing scanning on both sides.
- 7. A subset of the documents have already been cleansed (staples removed). Most documents are in good shape.
- 8. Some documents may need prep work, the cost proposal requested a cost for such prep work. Depending on this cost, the files could be prepared if needed. They are not all in this current state.
- 9. The files are comprised of student records. This includes transcripts from other schools, forms for grade changes, change of majors, and some legal documents could be in the files. Some of the documents are carbon copies or use color paper. We would prefer single page tiff files instead of multi page files. (Answered: May 13, 2009 3:23:45 PM PDT)

- Some additional questions that have been asked:

Are documents in folders? Yes.

Are the documents stapled/clipped? Some are.

Are the documents double sided? About 30% will need to be scanned on both sides.

Standard Language (similar to the text on the back of bank statements etc.)? We do not anticipate having to image the back side of documents that have standard language, such as the transcript index legend. We carry this information in another location.

Color (Photos/Images/Ink)? Some documents are transcripts so they could be multi colored paper.

Duplicates (2nd page of non-carbon paper)? Yes.

Paper size (Letter size or mixed sizes)? Mixed sizes.

Project Specifications:

Format of scanned documents (Single page .tiff/.pdf or multi page .tiff/.pdf)? Single page .tiff preferred so that they can be loaded into an existing Hershey's System Singularity Application.

Media you would like your data loaded to (disc/thumb drive/external hard drive...)? We will provide a direct network link to load files onto a server for later retrieval and future upload to our Singularity application. (Answered: May 13, 2009 3:27:53 PM PDT)

Question 2

1. Sizes. In order to supply the correct scanner(S) we need to know the different sizes such as 8.5x11, 8.5x14, 11x17, or larger/smaller. Are there documents larger than 11x17?
2. Some transcripts may have a watermark which means the scanning would be difficult in B/W. Can you tell us if there are watermarks present?.

3. After the initial backfile conversion, will there be ongoing work or will CSUSB handle all new work? (Submitted: May 13, 2009 8:56:31 PM PDT)

Answer

- 1. No, there will be no documents larger than 11x17. There are smaller sizes in many dimensions.
- 2. Almost all of the transcripts have watermarks. It is fine if the watermarks do not show up after being scanned. We are more concerned about the actual text of the documents being visible.
- 3. CSUSB will handle all new work. (Answered: May 18, 2009 11:35:16 AM PDT)

Question 3

1. Do individual document types need to be captured for the metadata?
2. Will document date need to be captured?
3. What is the amount for daily parking fee? (Submitted: May 14, 2009 9:32:26 AM PDT)

Answer

- 1. No. All documents will be classified as an archive load.
- 2. No. The document date will not need to be captured.
- 3. The daily parking fee is normally \$5. Parking services has agreed to the following charges for this project only: July - September \$28/month, October - December \$84/month. (Answered: May 18, 2009 11:35:16 AM PDT)

Question 4

Is there additional work area available other than the 10x10 cubicle? To create an efficient work-flow for doc prep, scanning, indexing, QA an area of 300 - 400 sq ft is required. (Submitted: May 18, 2009 10:43:18 AM PDT)

Answer

- We do not have that kind of space available. During the tour on Wednesday, May 27th, you will be able to assess the area and see how the folders and documents can be delivered to the cubicle. (Answered: May 20, 2009 9:07:46 AM PDT)

Question 5

In addition to the answered questions on the RFP, could you also answer the following:

1. What are the hours of operation in which we would be allowed to work?
2. Will power supply be available for us to use?
3. Are there desks and necessary office supplies in the workspace? (Submitted: May 18, 2009 11:37:33 AM PDT)

Answer

- 1. June 22 - Sept 11 - Mon - Thurs 7:00 am - 5:30 pm, Sept 14 - Dec 22 - Mon - Fri 8:00 am - 5:00 pm
- 2. Yes, there will be power supply available.
- 3. Yes, the area can be configured to best meet the scanners needs. (Answered: May 18, 2009 11:38:35 AM PDT)

Question 6

Will you consider a response from a vendor if the proposed location for scanning is done off site at a secured location located outside of the SBCMP? (Submitted: May 19, 2009 3:05:06 PM PDT)

Answer

- Scanning may only be done on-site. (Answered: May 19, 2009 3:35:52 PM PDT)

Question 7

When the files are disassembled and scanned is it required that the vendor reassemble the folder and can the documents be placed in order back into the boxes without folder reassembly? Ie: the folders in the rear of the box and the files in the same order in which they are scanned in the front. (Submitted: May 20, 2009 9:47:06 PM PDT)

Answer

- Yes, the files will need to be reassembled. The goal is to have student assistants do the preparation. The reassembling will be done by the student assistants, however the process must include a way for the documents to be kept separate. (Answered: May 21, 2009 11:09:55 AM PDT)

Question 8

Will there be a bidders conference or can vendors arrange for a site visit to preview some of the files to get a better understanding of the makeup and format of the files? (Submitted: May 20, 2009 9:48:13 PM PDT)

Answer

- Yes. It is on May 27th from 1-3 PM. (Answered: May 21, 2009 11:09:55 AM PDT)

Question 9

Will the vendor be allowed to leave equipment overnight in the location that school is intending to provide the vendor? Will this location be secure as well to leave equipment in? (Submitted: May 20, 2009 9:48:30 PM PDT)

Answer

- Yes. The location is secure. (Answered: May 21, 2009 11:09:55 AM PDT)

Question 10

It seems to be the intent of the school to provide support in preparing the files for scanning. Will there be sufficient staff available for ongoing preparation work for the duration of the project? (Submitted: May 20, 2009 9:48:53 PM PDT)

Answer

- That is our intention. (Answered: May 21, 2009 11:09:55 AM PDT)

Question 11

In the event Vendor is required to take over the preparation efforts, will there additional space made available and should vendor assume the moving & handling efforts will be done by vendor as well as prep. (Submitted: May 20, 2009 9:49:06 PM PDT)

Answer

- Yes. However, it is our intention for the student assistants to complete these tasks. (Answered: May 21, 2009 11:09:55 AM PDT)

Question 12

What is the smallest paper size anticipated in the student records folders (Submitted: May 20, 2009 9:49:39 PM PDT)

Answer

- 3" x 4". (Answered: May 21, 2009 11:09:55 AM PDT)

Question 13

what is an estimate of the number of pages per student record. (Submitted: May 20, 2009 9:51:10 PM PDT)

Answer

- The diversity of the contents makes it difficult to give an average. We have estimated the total documents for this project to be 2 million. (Answered: May 21, 2009 11:09:55 AM PDT)

Question 14

1. Several pages of the proposal deal with DVBE and filing requirements. Failure to submit required documents will cause your bid to be deemed non-responsive and ineligible for consideration. Original Entry is a wholly owned Disabled Veteran Business Enterprise (DVBE). Are we still required to complete all documents, or would we only have to complete Attachment 1?

2. You mention that some records could contain photographs and/or color images. You state that your scan specifications are B/W at approximately 200dpi. Will you accept photographs and/or color images scanned in your specified format?

3. In reviewing Hersey system information, it would appear that the singularity system requires some form of bar code to find and pull up a each specific item. You mention that you would prefer single page files. Does this mean that you could have more than one lead sheet for each student file? for example, a student file consisting of a transcript from two different schools, current class schedule, grade changes, two changes of majors and three legal

documents; would one lead sheet be provided or would multiple lead sheets be provided? In this case, 2 for the transcripts, one for grade changes, one for major changes and three for the legal documents for a total of seven? Does your 2 million estimated document pages include lead sheets?

4. What responsibility does the vendor have to ensure that the proper lead sheet is placed before the document/file?

5. What is the naming convention you require, if any, for each individual page/document file? Indexing of individual pages?

6. Work space. You have indicated an area 10' X 10'. Is it possible to have a larger space assigned for the project? If not, can physical work be done off site (with proper safeguards)? If neither, can November deadline date be moved forward?

7. You state that staples, etc. will be removed. Will pages be loose in folders when they are delivered to the processing area? Do folders have to be reassembled by vendor after scanning?

8. Vendor supplied training – vendor required to provide training to school staff. How many staff members do you anticipate training? How often would you estimate a turn over? Do you want initial training costs and a per-use fee for any additional staff members requiring training after start of project or would you prefer we estimate what this cost might be and include in our proposal? (Submitted: May 25, 2009 7:29:01 AM PDT)

Answer

- Some answers:

1. If your entire organization is DVBE, then please fill out Attachment 1, and you can put "N/A" for the other attachments.
2. Yes, we will accept them.
3. There will be only 1 lead sheet per folder. This sheet is to be used to identify the documents, it does not need to be scanned as part of the document folder contents. It will also be used to reassemble the folders at the back end.
4. None. This is not the responsibility of the vendor.
5. (Answer to come shortly, we are looking into it)
6. Off-site is not an option. More space can possibly be made available.
7. The pages will be loose in the folders, reassembling can be done by campus staff.
8. There may be up to 8 staff that need training. However, the type of training should be more on how to move the folders to the vendor, how to prepare folders, and to reassemble. (Answered: May 26, 2009 4:19:13 PM PDT)

Question 15

After reviewing the Q&A you forwarded, here are the questions I still have:

1. Approximately what % of the paper is smaller than 8.5 x 11?
2. Approximately what % of the records are duplex?
3. What condition are the records in? good/fair/poor? Water damage, folds, tears, significant age?
4. Are the records mostly all on bond paper or are there NCR forms etc.?
5. Will the records be scanned in B&W? At what dpi?
6. Are the records stored in folders by student?
7. Approximately how many images per record? If an approximation is not possible, please provide an estimated range.
8. What % of the records or pages contain staples/clips etc. that will need to be removed before scanning?
9. Will the staples/clips etc. need to be returned in addition to returning the records to the folders?
10. Will all fields that need to be associated with the records for loading into the Hershey system be provided by the campus on the bar coded lead sheets? If not, what additional fields would be required?
11. Is the vendor also expected to conduct its own quality assurance or does the campus anticipate that all of the quality assurance will be conducted by campus personnel trained by the vendor?

Thank you! (Submitted: May 26, 2009 2:57:03 PM PDT)

Answer

- Answers:

1. About 25%
2. About 50%
3. They are in fair condition. A few folds and small tears.
4. Mostly bond paper. About 20% are NCR.
5. Yes, they will be scanned in B&W, 200 dpi.
6. Yes.

7. The average is 12 images per record. There is a range of 5-25 images per record.
8. 75%
9. Not by the vendor. If this task is needed, it will be done by campus personnel.
10. Yes, the lead sheets will carry all the indexing information needed for the Hershey's system. We will need to discuss how this information will be transferred from the vendor to the Hershey's server.
11. QA will be conducted by campus personnel, however, training by vendor will be necessary. (Answered: May 26, 2009 4:26:58 PM PDT)

Question 16

Is it a requirement that all of the output images be right-reading (landscape rotated to right side up)?
(Submitted: Jun 2, 2009 1:18:03 PM PDT)

Answer

- No, if the original image is landscape, then the output image should be the same. (Answered: Jun 2, 2009 4:22:35 PM PDT)

Question 17

To confirm, landscape documents may originally be scanned with the top edge to the left (so that all pages align). Right-reading means that the landscape pages would be rotated 90 degrees so that they appear right side up when viewing. Is this a requirement? Or, may these pages/images remain turned to the left, as they would be in the file? (Submitted: Jun 3, 2009 10:53:41 AM PDT)

Answer

- The staff does have an expectation that the documents will be right-reading. If a software mechanism is available to the staff to rotate the document, then they can be stored as scanned. If the scanned document can not be rotated via software, then the stored image should be right-reading. (Answered: Jun 17, 2009 8:53:31 AM PDT)

Question Deadline: Jun 5, 2009 5:00:00 PM PDT