



# CALIFORNIA STATE UNIVERSITY, FULLERTON

Division of Administration and Finance

*Contracts and Procurement*

2600 Nutwood Ave., Ste 300, Fullerton, CA 92831 / T 657-278-2411 / F 657-278-1517

## **REQUEST FOR PROPOSAL**

### **PROPOSAL DATA**

RFP Number: RFP AA25003  
Title: College of Business (CBE) Digital Marketing  
Issue Date: Wednesday, January 21, 2026  
  
CSUF Contact: Alex Arias, Buyer III  
Phone: (657) 278-4556  
E-Mail: [alexarias@fullerton.edu](mailto:alexarias@fullerton.edu)

### **PROPOSAL DUE DATE**

Date/Time: Wednesday, February 25, 2026, at 3:00 PM (PST)  
  
Mailing Address: Contracts and Procurement  
Attn: Alex Arias, Buyer III  
California State University, Fullerton  
2600 E. Nutwood Avenue, College Park 300  
Fullerton, CA 92831

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THE CALIFORNIA STATE UNIVERSITY

CALIFORNIA STATE UNIVERSITY, FULLERTON  
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**SECTION I**  
**INTRODUCTION AND GENERAL PROVISIONS**

**1.1 INTRODUCTION AND BACKGROUND**

California State University, Fullerton is soliciting proposals from qualified contractors to provide professional services to the College of Business and Economics (CBE). CBE requires the expertise of a digital marketing agency to manage paid digital marketing and advertising campaigns for college-specific initiatives. This RFP seeks to establish a master agreement with an agency that demonstrates a comprehensive understanding of the unique needs of the higher education sector on a national level. The selected agency must deliver exceptional customer service, provide customized and advanced reporting dashboards, and exhibit a proven history of executing successful campaigns that achieve enrollment goals across diverse, prospective student audiences. We aim to secure a trusted partner to serve as the college's digital agency of record.

The primary focus for the selected agency will be on the two MBA programs, Fully Employed MBA (FEMBA) and the Flexible MBA (FLEX); the MS in Accountancy and Taxation programs; and the college's online degree-completion program: Bachelor of Arts in Business Administration, Professional Business Concentration. Other programs may be added during the contract term.

The selected firm will recommend and execute online marketing strategies, placements, tracking, A-B testing, optimization, reporting, and refining placements on campaigns, actively adjusting to improve ROI. Budgets for these placements will vary based on goals, resources and internal source of funding. Additionally, the selected firm will be responsible for display ad production based on existing brand guidelines, taglines, images and logos.

**Organizational Overview**

Located in one of the most vibrant and entrepreneurial business communities in the United States, the College of Business and Economics at Cal State Fullerton is the largest accredited business school on the West Coast, one of the top five largest business schools in the national and nationally recognized for accreditation in both its business and accounting programs.

The college provides a world-class business education, offering graduate and undergraduate programs that integrate classroom education with best business practices, technology, award-winning research, functional applications, and real-world experience. CBE is home to 14 Centers of Excellence and a powerful network of over 80,000 alumni and business partners, who together serve as the driving force of Southern California business.

Approximately 11,000 students were enrolled in the Fall 2025 semester.

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**CBE Vision Statement**

To be nationally recognized for the transformational effect we have on the lives of our students and the communities we serve.

**CBE Academic Mission Statement**

We provide student-focused education, grounded in academic excellence and personal development, that empowers our students to change their lives, the organizations they lead, and the communities they serve.

*Student-focused* – Accessible, affordable, and relevant

*Academic excellence* – Cutting-edge curriculum grounded in faculty research, innovative pedagogical methods, and engagement with the industry

*Personal development* – Curricular and co-curricular programs to prepare them to lead impactful lives

**CBE Community Mission Statement**

We positively impact organizations and communities through intentional engagement.

*Positive impact* – Create positive social and economic impact

*Intentional engagement* – Connect and collaborate with partners in the community

**CBE Core Values**

**INCLUSIVENESS**

We create a culture of belonging and connectedness by respecting, celebrating, and learning from our diverse backgrounds.

**EXCELLENCE**

We continuously strive for the highest level of performance in our personal, professional, and organizational endeavors.

**FUTURE-FOCUSED**

We are forward-thinking and approach future opportunities and challenges with an innovative mindset.

**PROFESSIONALISM**

We hold ourselves to the highest standards of ethical conduct and behavior.

**IMPACT**

We intentionally connect and collaborate to create positive social and economic impact in the community.

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**1.2 DEFINITIONS**

- a. The Trustees of the California State University are referred to as "California State University, Fullerton," "University," or "Trustees."
- b. The terms "bid" and "proposal" are synonymous and mean an offer made in response to a solicitation to perform a contract/agreement for work and labor or to supply goods at a specified price, whether it is considered a "seal bid" or results in award of a contract/agreement to a single or sole source.
- c. "Bidder" or "Proposer", or "Contractor" is used interchangeably, and each shall apply to the business entity which submits a bid/proposal or is awarded a contract/agreement.

**1.3 CALIFORNIA STATE UNIVERSITY, FULLERTON**

California State University, Fullerton (CSUF) is a comprehensive university located in Orange County and serves as an intellectual and cultural center for the entire region. The University offers 110 degree programs in nine colleges, boasts over 300,000 alumni, and enrolled more than 41,000 students in Fall 2025. Accredited by the Western Association of Schools and Colleges, Cal State Fullerton is ranked fifth among "Top Public Regional Universities" in the West (by U.S. News and World Report); eighth in the nation for the number of bachelor's degrees awarded to underrepresented students (by Diverse: Issues in Higher Education); and 14th in the nation among master's-level universities contributing to the public good (by Washington Monthly).

**1.4 TERM OF SERVICES**

The term of services shall be three (3) years upon receipt of an executed contract, with the option of two (2) additional one-year extensions at the University's sole discretion.

**1.5 OPTIONAL UNIVERSITY PARTICIPATION**

This Request for Proposal is issued on behalf of the College of Business and Economics at California State University, Fullerton. CBE shall serve as the primary sponsoring unit and initial user of any contract resulting from this RFP.

At the University's discretion, the resulting contract may be made available to other colleges, departments, and administrative units within California State University, Fullerton to procure similar digital marketing and advertising services, subject to the same terms, conditions, and pricing established in the contract.

Participation by other University units is optional, non-exclusive, and shall not be guaranteed. Any additional work requested by other units shall be coordinated separately and shall not interfere with or diminish the Contractor's obligations to CBE.

The selected agency should demonstrate the capacity and flexibility to support multi-unit or university-wide marketing initiatives, if requested, while maintaining alignment with CSUF brand standards and marketing guidelines.

The University makes no representation regarding the volume or frequency of services that may be

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requested by other units.

**1.6 QUESTIONS**

Any questions, interpretations, or requests for clarifications of either an administrative or technical nature regarding this RFP must be submitted to [alexarias@fullerton.edu](mailto:alexarias@fullerton.edu) and [lskoug@fullerton.edu](mailto:lskoug@fullerton.edu) with a reference to "RFP AA25003" in the subject header and be received prior to the Question Deadline as noted in Section II, Schedule of Events, to be considered. Questions received before the Question Deadline, which do not reference "RFP AA25003" in the subject line, may not receive a response. Questions received after the Question Deadline will not receive a response.

If a question contains the appropriate header reference, is received before the Question Deadline, and is deemed to require a response that is more than simply a reference to an item contained in the RFP, it will be addressed publicly in writing via written addendum/a and posted to <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. Any oral statement concerning the meaning or intent of the contents of this RFP by any person is both unauthorized and invalid.

**1.7 SUBMITTAL OF PROPOSALS**

University will receive proposals until the time and date indicated in this RFP solicitation in Section II, Schedule of Events ("**RFP DUE DATE**"). It is each Proposer's sole responsibility to ensure its proposal is received at the correct location before the RFP Due Date. Further instructions for RFP submission can be found in Section VI, Proposal Instructions and Format. Mistakes or delays in either U.S. Mail, internal campus mail delivery, or any other means of delivery employed by the Proposer are the sole responsibility of the Proposer. **Submissions received after the RFP Due Date will neither be accepted nor considered.**

**1.8 WITHDRAWAL OF PROPOSALS**

A Proposer may request withdrawal of its submission by either written or email request and shall be signed or submitted by its authorized representative, depending on delivery method, prior to the RFP Due Date. A proposal may be withdrawn and resubmitted if both actions are performed in sequence, i.e. withdrawal prior to resubmittal, and prior to the RFP Due Date. Any request for withdrawal or modification that is received in any other manner will have no effect. In addition, if two submissions have been received from one Proposer without a compliant request for withdrawal in between will void both proposal submissions.

**1.9 COMPLETION OF PROPOSAL**

Proposals shall be completed in all respects as required by the RFP provisions. A proposal may be rejected if it is conditional and will be rejected if it is materially incomplete. Any proposal that contains false or misleading statements or provides references that do not support an attribute(s) or condition(s) claimed by the Proposer will likely be rejected. All statements made by a Proposer shall also be without ambiguity and with adequate elaboration where necessary to ensure clear understanding.

**1.10 ADDENDA**

The University may modify this Request for Proposal or any of its contents, Sections, or Exhibits prior to the date fixed for submission of proposals by issuance of an addendum posted on fiscal. The

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addenda will be numbered consecutively.

**1.11 ALTERNATIVE PROPOSALS**

Only one proposal submission is allowed per Proposer. Multiple proposals received from one Proposer without following instructions for proposal withdrawal in Section 1.8 will result in the rejection of all proposals received by that Proposer.

**1.12 COST OF PROPOSAL**

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

**1.13 REJECTION OF PROPOSALS**

The University reserves the right to reject any or all proposals received as well as the right to waive informalities and minor irregularities contained in those proposals. The University's waiver of an immaterial defect shall in no way modify the RFP documents nor excuse the Proposer from full compliance with the specifications if Proposer is awarded a Contract. Proposals which include terms and conditions other than the University's terms and conditions, or which take exception to the University's terms and conditions, may be rejected as being non-responsive.

The University may make investigations as deemed necessary to determine the ability of a Proposer to perform the work as described, and the Proposer shall furnish all such information and data for this purpose as requested by the University if Proposer wishes for its proposal to remain eligible for consideration. The University reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the University that such Proposer is properly qualified to carry out the work and obligations of the pending Agreement.

**1.14 CANCELLATION OF RFP**

This solicitation does not obligate California State University, Fullerton, to enter into an Agreement. The University reserves the right to cancel this RFP at any time, for any reason deemed in the best interests of the University. No obligation, either expressed or implied, exists on the part of the University to make an award or to pay any cost incurred in the preparation or submission of a proposal.

**1.15 CONFIDENTIALITY AND DISPOSITION OF PROPOSALS**

Proposers are advised that the University is a public agency subject to public disclosure laws. A bid document becomes a public record once it is opened, and a determination by the University has been made. (Pub. Cont. Code § 10780).

Proposals received in response to this RFP shall be held in the strictest confidence until a Contract is authorized. Once a Contract has been authorized, the University reserves the right to make use of any information and/or ideas contained in the submitted proposal(s) except that which would legally qualify as confidential or proprietary data.

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If this RFP is canceled, the University may elect either to return all proposals or to destroy all proposal documents, at its sole discretion.

**1.16 NON-ENDORSEMENT**

Once a proposal is accepted and an award is made, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement which state or imply CSU endorsement of Proposer's services.

**1.17 NON-COLLUSION AFFIDAVIT**

By signing the proposal Cover Letter, Proposer hereby certifies that: 1) the proposal is not made in the interest of, or on behalf of, any undisclosed party; 2) the proposal is genuine and not collusive, false, or a sham; 3) the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal and has not directly or indirectly agreed with any Proposer or anyone else to submit a false or sham proposal, or to refrain from bidding; and 4) the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit, or cost element of the RFP, or that of any other Proposer, or to secure any advantage against the public body awarding the Agreement.

**1.18 REMEDIES FOR NON-PERFORMANCE**

If, in the opinion of the University, the awarded Proposer is non-compliant with agreement specifications or demonstrates non-performance of a specific assignment or assignments as described in Section III, Scope of Services, the Proposer shall immediately remedy such non-performance upon notification by the University or be subject to termination.

**1.19 SMALL BUSINESS PREFERENCE**

The State of California requires agencies to provide a five percent (5%) preference when awarding agreements to small businesses or a non-small business that commits twenty-five percent (25%) of the agreement value to a certified small business. The five percent (5%) certified small business preference shall not exceed \$50,000.00 in accordance with G.C. 14835 et seq. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS are eligible to receive the preference).

In solicitations where an award is to be made to the lowest responsive bidder, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

Proposers wishing to claim the Small Business Preference must comply with and complete Exhibit D, Small Business Preference and Certification Request.

**1.20 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**

California state law requires that state agencies achieve a minimum of three percent (3%) participation for disabled veteran business enterprises (DVBE) in state agreements. For this RFP solicitation, the minimum three percent (3%) requirement is waived.

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Proposer is referred to Exhibit E, Disabled Veteran Business Enterprise (DVBE) Participation Requirement. The following DVBE incentives are offered.

<b>Proposed DVBE Participation Level</b>	<b>DVBE Incentive %</b>
4% to 4.99%	1%
5% to 5.99%	2%
6% to 6.99%	3%

The minimum incentive a qualifying Proposer can receive is one percent (1%). The combination of preferences with a DVBE incentive cannot exceed ten percent (10%) or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top-ranked position due to application of preferences or incentive.

**1.21 CSU TERMS AND CONDITIONS OF PURCHASE AND INSURANCE**

Proposer agrees to provide services in accordance with the CSU Terms and Conditions of Purchase, attached herein as Exhibit B. Receipt of documentation of compliant insurance coverage in the amounts and of the types indicated in Exhibit B, Section Seven (7) will be required prior to authorization of any Contract that results from this RFP.

**1.22 ACCOMMODATIONS FOR THE DISABLED**

It is the policy of California State University, Fullerton, to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

**1.23 PUBLIC CONTRACTS CODE RESTRICTIONS FOR CALIFORNIA STATE UNIVERSITY, FULLERTON EMPLOYEES**

California State University, Fullerton employees, and immediate past employees must comply with restrictions regarding contracting with the University. Proposer needs to be aware of the following provisions regarding current or former University employees. In submitting a bid, Proposer certifies that the Proposer is eligible to contract with the University pursuant to the Public Contracts Code (PCC) sections list below:

- a. Current California State University, Fullerton Employees (PCC Section 10831):
  - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any University department through or by a University contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular University employment.
  - ii. No officer or employee shall contract on his or her own behalf as an independent Proposer with any University department to provide goods or services.
  - iii. This prohibition does not apply to officers or employees of the University with

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- teaching or research responsibilities.
- b. Former California State University, Fullerton Employees (PCC Section 10832):
- i. For the two-year period from the date he or she left California State University, Fullerton employment, no former University 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 University department.
  - ii. For the twelve-month period from the date he or she left state employment, no former California State University, Fullerton officer or employee may enter into a contract with any University department if he or she was employed by that University 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 California State University, Fullerton service.

**1.24 DISPUTES, FAIR COMPETITION, ERRORS, AND OMISSIONS**

The University encourages all Proposers to resolve issues regarding the requirements of this RFP or the procurement process through written correspondence and discussions. The University strives to foster cooperative relationships and to reach fair and objective resolutions in a timely manner.

In the event a Proposer believes this RFP solicitation is either unfairly restrictive, ambiguous, or contains conflicting provisions, discrepancies, omissions, or other errors, Proposer is required to immediately notify the University of such concern in writing, including email, prior to the RFP Due Date. As previously noted, modifications to RFP requirements and responses to valid questions, if any, will be issued via written addendum/a and publicly posted at <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>.

A failure of the Proposer to notify the University of any concerns relating to the RFP requirements or any addendum/a prior to the RFP Due Date will be deemed a waiver of the Proposer's right to protest the requirements of the RFP and Proposer shall submit a proposal at its own risk. Upon finalization of an Agreement, no Proposer shall be entitled to either additional compensation or time by reason of any error or its later correction.

**1.25 PROTESTS**

A Proposer wishing to submit a protest after the Notice of Intent to Award has been posted shall express its intent to do so within five (5) business days upon issuance and posting of such notice on <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. Within ten (10) calendar days after expressing its intent to protest the award of a contract, the protesting Proposer must submit a full and complete written statement specifying the grounds for the protest and the facts in support thereof. Protest must be sent by certified or registered mail or delivered in person to the Director of Contracts and Procurement, or designee, California State University, Fullerton, 2600 E. Nutwood Ave., College Park 300, Fullerton, CA 92831. Authority to protest is limited to Proposers who have submitted a qualified proposal. The Director of Contracts and Procurement or designee shall perform a complete review of the protest and render a decision in writing to the protesting Proposer within a reasonable period following receipt of the detailed statement of protest. **THE DECISION OF THE UNIVERSITY IS FINAL.**

**1.26 FAILURE TO ENTER INTO AGREEMENT**

Once issued and forwarded by University, failure to return the appropriately authorized Agreement

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package within the period agreed upon shall be sufficient cause for voiding the award by University. Failure of Awarded Proposer to comply with other requirements within the set time shall constitute failure to enter into the Agreement. If the Awarded Proposer refuses or fails to enter into the Agreement, the University may award to the subsequently ranked Proposer.

**1.27 UNFAIR PRACTICES ACT**

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

**1.28 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 Proposer warrants that the Proposer 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 Proposer 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.

**1.29 ASSIGNMENT OF ANTITRUST ACTIONS**

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

In submitting a bid to a public purchasing body, the Proposer 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 Proposer 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 Proposer (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, 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).

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**1.30 SAFEGAURDS FOR PROTECTION OF CALIFORNIA STATE UNIVERSITY, FULLERTON INFORMATION ASSETS**

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

**1.31 TARGET AREA CONTRACT PREFERENCE ACT (TACPA)**

It is the policy of the CSU to grant preference to California-based companies submitting bids or proposals to the State for goods to be produced or services performed at worksites in distressed (as defined in Government Code 4532) areas by persons with a high risk of unemployment when the contract is for goods or services in excess of \$100,000. The 5% preference is applicable only to contracts awarded on the basis of lowest responsible bidder meeting specifications.

**1.32 THE CONGO – SECURITIES EXCHANGE ACT**

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. California State University, Fullerton will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government. **By submitting a proposal, Proposer certifies that it is not a scrutinized company as defined therein.** False certifications shall cause the proposal to be voided/rejected.

**1.33 SECURITIES EXCHANGE ACT COMPLIANCE - SCRUTINIZED COMPANY**

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. The University will not accept proposals from nor will it contract with any company designated as a “scrutinized company,” as defined under this statute and any related statutes, by the Federal Government for goods or services. **By submitting a proposal, Proposer certifies that it is not a scrutinized company as defined therein.** False certifications shall cause the proposal to be voided/rejected.

**1.34 CERTIFICATION OF COMPLIANCE WITH IRAN CONTRACTING ACT**

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with any Proposer that provides/d specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. If Proposer is submitting a proposal in excess of \$1 million, Proposer certifies that it is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site:

<http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf> (PCC § 2204). The Act includes certain exceptions (PCC § 2203(c)).

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**1.35 DARFUR CONTRACTING ACT – SCRUTINIZED COMPANY**

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, established restrictions against contracting with any Proposer conducting certain types of business in Sudan. The Act sets forth criteria to determine if a Proposer is a “scrutinized company” as defined therein and any such company would then be ineligible to bid on or submit a proposal for State contracts.

**By submitting a proposal, a Proposer that has conducted business activities outside of the United States within the previous three (3) years certifies either that Proposer is not a scrutinized company, as defined, or that Proposer has demonstrated that Proposer obtained permission under the statute (PCC § 10478, § 10477(b)). False certifications shall cause the proposal to be voided/rejected (PCC § 10479).**

**1.36 AWARD OF AGREEMENT**

An award, if any, will be made to the Proposer whose submittal best complies with all the requirements of this RFP, any Addenda, and the highest number of points awarded at the end of the evaluation. Evaluation methodology and basis for award are outlined in Section V, Evaluation and Selection Criteria. The university may, at its discretion, award multiple contracts under this solicitation based on the evaluation results and identified needs.

A Notice of Intent to Award will be publicly posted for five (5) consecutive business days on <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx> prior to initiation of Agreement. Individual written notification may not be made to unsuccessful Proposers.

An Agreement, if issued, shall be signed by an authorized agent of the Awarded Proposer and returned, along with the required Exhibits, to the University within ten (10) calendar days from receipt of the Agreement package. The period for return of the appropriately authorized Agreement package may be modified by mutual agreement of the University and Awarded Proposer. Agreements are not effective until approved by the appropriate University official(s). Any billable work performed by Awarded Proposer prior to receipt of a fully authorized Contract shall be at the Awarded Proposer’s own risk.

**END OF SECTION I**

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**SECTION II  
SCHEDULE OF EVENTS**

<b><u>ACTION OR DEADLINE</u></b>	<b><u>Date</u></b>
Release of Request for Proposal (RFP)	Wednesday, January 21, 2026
Last Day to Submit Questions	Wednesday, February 4, 2026, at 4:00 p.m., Pacific Standard Time
Last Day for Addendum	Wednesday, February 11, 2026
<b>RFP Due Date</b>	<b>Wednesday, February 25, 2026, at 3:00 p.m., Pacific Standard Time</b>

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Notice of Intent to Award	Wednesday, March 11, 2026
Contract Award	Wednesday, March 25, 2026
Commencement of Services	Tuesday, June 30, 2026

**Notes:**

Dates up to and including the RFP Due Date may be adjusted upon advance written notice posted to <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>

**END OF SECTION II**

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**SECTION III  
SCOPE OF WORK**

**Scope of Work**

**3.1 Operational Requirements**

Selected agency to conduct digital advertising for the College of Business and Economics (CBE), and departments and units with the college.

- Assessment of our current digital advertising campaigns to benchmark and make recommendations.
- Setup and deployment of all digital marketing and advertising campaigns.
- Consulting on best practices in digital advertising and enrollment marketing for public universities, such as CSUF.
- Expert services in display advertising, PPC, video ads (YouTube, OTT), geofencing, Meta, TikTok, X or Blue Sky social media ads, look-a-like audiences, and campaign strategies.
- Access to real-time, custom reporting dashboard and conversion metrics.
- Setup of event tracking and conversions for RFI forms, button clicks, downloads, or event registrations, including the review and improvement of existing tracking, for clients such as:
  - College of Business and Economics
  - CBE Graduate Admissions in support of MBA, MSA/MST programs
  - Online Bachelor of Business Administration Online Degree-Completion Program
  - Other departments and units, as requested
- Monitor paid media campaigns and optimize the campaigns to improve performance and efficiency.
- Ability to integrate with CSUF CRM technology and/or social media management tools.
- Access to an account executive for ongoing questions and campaign optimizations, and timely response to campaign needs.

**3.2 Operational Performance**

**3.2.1 Defining Objectives**

- Enrollment Goals: Specify targets for increasing applications, admissions, and enrollment.
- Brand Awareness: Enhance the college's reputation and visibility across regional, national, or international markets.
- Program Promotion: Highlight specific programs or initiatives that align with strategic goals (e.g., graduate studies, online education).
- Engagement Metrics: Identify goals for lead generation. Provide data on CPC, conversions, ad click rates, and other key metrics.
- Sustainability: Build scalable campaigns that evolve with institutional priorities.

CALIFORNIA STATE UNIVERSITY, FULLERTON  
REQUEST FOR PROPOSAL AA25003

**SECTION III  
SCOPE OF WORK**

**3.2.2 Audience Identification**

- Prospective and Current Students: Segment audiences by demographics, interests, and behaviors (e.g., transfer students, adult learners, working professionals, international students).
- Underrepresented minority and low socioeconomic status students who have faced barriers to completing higher education.
- Alumni: Engage alumni for referrals.
- Local business leaders who can advise workers of options to advance their career.
- Peer institutions
- Geographic Focus: Target campaigns locally, nationally, or internationally, depending on the audience.

**3.2.3 Messaging and Content Strategy**

- Value Proposition: Highlight unique aspects of the college, such as academic excellence, programs of study, career outcomes, flexible programs, attainable programs, or new degree offerings.
- Call-to-Action (CTA): Use clear CTAs for applications, inquiries, or event registrations.
- A-B testing and both visual and content messaging optimization.

**3.2.4 Channels and Platforms**

- Search Engine Marketing (SEM): Use PPC Google Ads to target students searching for educational opportunities.
- Social Media: Leverage platforms like Instagram, Facebook, LinkedIn, TikTok, X or BlueSky, and YouTube, based on audience preferences.
- Display Outreach, Mobile Location Targeting, and Retargeting Ads: Keep our institution top-of-mind with visual ads.

**3.2.5 Budgeting**

- Allocation: Assign budgets based on campaign objectives, channel performance, and audience reach.
- Testing: Allocate funds for A/B testing of ads and content to optimize performance.
- Total budget is not yet determined or guaranteed but estimated at \$175,000 annually for grad programs, and \$120,000 annually for the online-degree completion program. Budgets inclusive of ad budget and agency fees.
  - Additional budget will be allocated if scope of services increases per opportunities in the “Potential Extensions” section below

**3.2.6 Key Performance Indicators (KPIs)**

- Awareness Metrics: Impressions, reach, and website visits.
- Engagement Metrics: Click-through rates (CTR), cost per click, video views, and time spent on site.
- Conversion Metrics: Form submissions, applications started, and enrollment numbers, conversion rate and total count of direct and indirect conversions.

CALIFORNIA STATE UNIVERSITY, FULLERTON  
REQUEST FOR PROPOSAL AA25003

**SECTION III  
SCOPE OF WORK**

- Cost Metrics: Cost per lead (CPL) and cost per enrollment (CPE).

**3.2.7 Compliance and Accessibility**

- Privacy Regulations: Adhere to GDPR, CCPA, and other data privacy laws.
- Accessibility Standards: Ensure digital content meets ADA and WCAG guidelines for accessibility.

**3.2.8 Reporting and Analytics**

- Dashboards: Use real-time reporting tools to track campaign performance via custom dashboard. Ability to filter data by dates, campaign, strategy or engagement metrics.

**3.2.9 Partner Collaboration**

- Internal Stakeholders: Work closely with the marketing team to align campaigns with institutional goals
- Agency Communication: Ensure the agency provides regular updates, proactive recommendations, and transparent reporting.
- Ability to work with procurement terms around contract signatures, invoices, and proposals.

**3.2.10 Potential Extensions<sup>1</sup>**

- Enrollment Marketing for future grad degrees: Support additional campaigns that may launch during the contract terms to drive applications and enrollments to various grad degree programs.
- Attribution Models: During the contract terms, the College may seek to evaluate which channels drive conversions. Responding agencies should have the capability to deliver detailed attribution reports and conversion data, including multi-touch attribution modeling, cross-channel performance analysis, CRM and marketing automation integrations, and clear documentation of direct and assisted conversions at each stage of the enrollment funnel.
- Reputation Management with Peer Institutions: Campaigns and media initiatives designed to strengthen the College's visibility and standing among peer institutions, including thought leadership promotion, faculty expertise highlights, and targeted brand lift studies.
- Undergraduate Enrollment Marketing: Media strategies and campaign execution to attract prospective undergraduate students in priority markets outside of Orange County, leveraging geo-targeted digital advertising, localized messaging, and cross-channel outreach
- Alumni Engagement: Create opportunities for alumni to connect and contribute and/or donate.

**END OF SECTION III**

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<sup>1</sup> The following potential extensions are provided for informational purposes. Agencies should assume that no budget has been allocated at this time and that inclusion of these services will be considered on a case-by-case basis, contingent on available funding and strategic priorities.

CALIFORNIA STATE UNIVERSITY, FULLERTON  
REQUEST FOR PROPOSAL AA25003

**SECTION IV  
COST PROPOSAL FORM**

**4.1 COST PROPOSAL FORM**

This Cost Proposal Form shall reflect costs necessary to successfully complete the Scope of Work, including all Deliverables as defined in Section III, Scope of Work, of this RFP. All proposed agency fees identified in Items 1 through 3 shall be firm and fixed for the duration of the three (3) year term, unless otherwise stated in the Cost Proposal Form. No add-ons will be permitted for services included within the Scope of Work as proposed. Any additional services beyond the Scope of Work shall require prior written approval by the University. An incomplete Cost Proposal Form shall be grounds for voiding the proposal.

Based on the Scope of Work, please provide your proposal for a three (3) year term and itemize the cost for the following:

Unless otherwise noted, all fees shall be proposed as agency fees exclusive of media spend.

Itemized Cost	Year 1	Year 2	Year 3	3 Year Total
1. Campaign Initiation and Setup Fee (one-time, if applicable)				
2. Monthly Management Fees (Monthly Fee x 12)				
3. Other Fees and Mark Ups (Specify and describe services included) *				
<b>Total Cost</b>				
Estimated Project Media Spend (Informational Only)				

*\* All fees, markups, and pass-through costs must be clearly identified and described. Undisclosed or unclear fees may result in cost deductions or disqualification.*

If Item 3 (“Other Fees and Mark Ups”) is proposed, Proposers shall provide a brief written description of all such fees, markups, and pass-through costs as a clearly labeled attachment referenced in Item 3 of the Cost Proposal Form.

Only the total cost of items 1 through 3 in the 3-Year Total is included in calculating the Cost points as identified in Section V, Evaluation and Selection Criteria.

The University will not reimburse travel costs associated with the performance of services resulting from this RFP.

CALIFORNIA STATE UNIVERSITY, FULLERTON  
REQUEST FOR PROPOSAL AA25003

**SECTION IV  
COST PROPOSAL FORM**

**Costs shall include all components referenced in this RFP solicitation, whether or not specifically included in the Proposer's proposal.**

**4.2 ADDENDA ACKNOWLEDGMENT**

We acknowledge the receipt of addenda number(s) \_\_\_\_\_

**4.3 PROPOSAL COST CERTIFICATION**

I hereby certify that the Cost Proposal Form included in this proposal is both valid and complete for performance of the work set forth in the above-referenced Request for Proposal, and that such work will be carried out in accordance with the established terms and conditions upon issuance and acceptance of a Contract.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Company Name

\_\_\_\_\_  
Year Est.

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

**END OF SECTION IV**

CALIFORNIA STATE UNIVERSITY, FULLERTON  
REQUEST FOR PROPOSAL AA25003

**SECTION V**  
**EVALUATION AND SELECTION CRITERIA**

**5.1 REVIEW PROCESS**

Proposals received before the RFP Due Date shall first be reviewed by Contracts and Procurement to verify that all RFP requirements have been sufficiently met. Proposals which meet the required qualifications shall be accepted and forwarded to the evaluation committee for review and scoring.

An evaluation committee comprised of University stakeholders will be assembled to review and evaluate all proposals using assignment of points in accordance with the selection criteria categories listed below.

Proposals that either do not follow the prescribed format, do not meet minimum content and/or quality standards, take unacceptable exceptions to Exhibit B, CSU Terms and Conditions of Purchase, or contain material deviations to the requirements stated herein will be identified as being non-responsive (i.e. voided) and will not be forwarded to the committee for evaluation.

**5.2 EVALUATION AND SCORING CRITERIA**

Each qualified proposal shall be evaluated and scored according to the categories listed below. Significant consideration will be given to Proposers that specialize in digital marketing strategy, audience research and segmentation, paid and organic media execution, and performance measurement and optimization, rather than Proposers whose primary practice is unrelated creative or consulting services. Additional consideration will be given to Proposers that demonstrate significant experience working in the higher education sector, particularly with universities and colleges of comparable size and complexity.

Award shall be made to the Proposer receiving the highest total number of assigned points.

A maximum total of 100 points is available for each finalist, as detailed below.

**5.2.1 Qualifications and Experience 40 Points**

Proposers are required to have a U.S. Employer Identification Number or Taxpayer Identification Number, and the selected Proposer shall be required to complete a Supplier Profile in the CSU's Procure-to-Pay platform certifying its authority to conduct business in the State of California, if not already completed. California Certified Small/Micro Businesses and Disabled Veteran Business Enterprises are strongly encouraged to submit a proposal, if qualified.

This criterion will evaluate the Proposer's overall qualifications, relevant experience, and demonstrated success providing paid digital marketing and advertising services for higher education institutions, particularly colleges or programs comparable in size, complexity, and mission to the College of Business and Economics.

Evaluation will consider the extent to which the Proposer demonstrates:

CALIFORNIA STATE UNIVERSITY, FULLERTON  
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**SECTION V**  
**EVALUATION AND SELECTION CRITERIA**

- A minimum of seven (7) years of experience delivering digital marketing services for colleges, universities, or similar higher education organizations.
- Demonstrated experience supporting enrollment-focused marketing initiatives, including lead generation, application growth, and brand awareness for academic programs.
- Relevant experience managing multi-channel paid media campaigns and applying best practices in campaign optimization, performance measurement, and reporting.
- The experience, qualifications, and stability of the firm's proposed personnel, including clearly defined roles and direct relevance to the services described in this RFP.
- A clear understanding of the needs and operating environment of a public university.

Points will be awarded to Proposers that demonstrate a strong record of relevant experience, qualified personnel, and alignment with the University's requirements.

**5.2.2 Proposer's Response to Scope of Work**

**25 Points**

This criterion will evaluate the quality, clarity, and completeness of the Proposer's response to Section III, Scope of Work, of this RFP. Proposals will be assessed on how effectively the Proposer demonstrates an understanding of the College of Business and Economics' objectives and presents a cohesive, practical approach to delivering the required services.

Evaluation will consider the extent to which the proposal:

- Clearly addresses the operational requirements, performance objectives, and expectations outlined in the Scope of Work.
- Demonstrates a sound approach to managing and optimizing paid digital marketing and advertising campaigns in support of enrollment, brand awareness, and program promotion goals.
- Reflects an understanding of target audiences, messaging strategy, reporting and analytics, performance measurement, and staffing approach appropriate to the Scope of Work.
- Presents a scalable, well-organized, and realistic plan that aligns with public university requirements and best practices in higher education digital marketing.

Points will be awarded to proposals that are clear, concise, complete, and well-aligned with the Scope of Work, and that demonstrate a strong likelihood of contributing to the success of the College's marketing and enrollment initiatives.

**5.2.3 References**

**10 Points**

Three (3) prior references for similar projects are required. References shall include the organization's name, address, contact name, title, telephone number, email address, dates of service, and a brief description of the services performed.

This criterion will evaluate the Proposer's past performance and success on engagements similar in scope and complexity to the services described in this RFP.

CALIFORNIA STATE UNIVERSITY, FULLERTON  
REQUEST FOR PROPOSAL AA25003

**SECTION V  
EVALUATION AND SELECTION CRITERIA**

Evaluation will consider the extent to which the references demonstrate:

- Relevance of the referenced work to the Scope of Work.
- Demonstrated success in delivering paid digital marketing and advertising services.
- Responsiveness, communication, and overall quality of performance.
- Client satisfaction and ability to meet project objectives and expectations.

The University reserves the right to contact any or all references provided. Failure to submit the required references may result in a proposal being deemed non-responsive.

**5.2.4 Cost**

**25 Points**

This category awards points based on the cost indicated on Section IV, Cost Proposal Form. The cost shall be firm and fixed for the duration of the three (3) year term, unless otherwise stated in the Cost Proposal Form. The proposal with the lowest cost shall receive the maximum number of points in this category. Points shall be determined by dividing the lowest proposal cost by the relative proposal cost and multiplying by the maximum points available as follows:

$$\frac{\text{Lowest Proposal}}{\text{Proposer's Proposal}} \times 25 = \text{Points Awarded}$$

**Section IV, Cost Proposal Form, must be completed and printed out in its entirety and submitted in a separate envelope or package along with an electronic copy (USB). Make a note on Tab 5 that the Cost Proposal Form has been submitted in a separate envelope or package.**

**5.2.5 Optional Interviews**

University, at its discretion, may select Proposers for interviews. Final points will be assigned upon completion of any optional interviews.

The interview process shall not result in the disclosure from one Proposer to another of any information derived from the proposals. Each Proposer shall be solely responsible for all costs associated with its interview.

**5.3 AWARD**

The award will be made to the proposal receiving the highest number of total points by the campus evaluation team, at its sole discretion. **THE DECISION OF THE UNIVERSITY IS FINAL.**

**END OF SECTION V**

**SECTION VI  
PROPOSAL INSTRUCTIONS AND FORMAT**

**6.1 INSTRUCTIONS**

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

**6.2 NUMBER OF COPIES**

Proposer shall provide one (1) original hard copy proposal (marked as such), six (6) additional hard copies, and one (1) electronic USB copy. The USB copy must be identical to the original proposal.

**6.3 DELIVERY OF PROPOSALS**

Sealed proposals shall be delivered to:

Alex Arias, Buyer III  
Contracts and Procurement  
California State University, Fullerton  
2600 E. Nutwood Avenue, College Park 300  
Fullerton, CA 92831

All proposals must be received in the Contracts and Procurement Office, College Park 300, no later than **3:00 p.m. on Wednesday, February 25, 2026. LATE PROPOSALS WILL NOT BE ACCEPTED.**

Proposals shall be labeled:

**College of Business (CBE) Digital Marketing**

**RFP AA25003**

Delays due to the various methods used to transmit the proposal including delays by the internal mailing system at the University will be the responsibility of the Proposer. Delays due to inaccurate directions given, even if by University staff, shall also be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to any and all difficulties in delivery.

**6.4 PREPARATION**

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. **Emphasis should be concentrated on completeness and clarity of content.**

Proposals shall be typed, single-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening, divided into the individual sections listed below, indexed, and tabbed.

**SECTION VI  
PROPOSAL INSTRUCTIONS AND FORMAT**

**6.4.1 Cover Letter**

The cover letter shall include a brief statement of intent to perform the services, qualifications for selection, and signature of an authorized officer of the firm who has legal authority in such transactions.

The cover letter must, at a minimum, contain the following:

- Identification of Proposer firm including name, address, telephone, email address and fax numbers
- **Acknowledgement of receipt of any RFP addenda.**
- Name, title, address, email address and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the offer shall remain valid for a period of not less than 120 days from the date of submittal
- Ink (wet, not electronic) signature of a person authorized to make the proposal offer on behalf of the Proposer and in accordance with Exhibit B, CSU Terms and Conditions of Purchase.  
**UNSIGNED OR DIGITALLY SIGNED PROPOSALS SHALL BE REJECTED.**

**6.4.2 Table of Contents (Tab 1)**

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

**6.4.3 Exceptions to RFP Terms and Conditions (Tab 2)**

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. Proposals which include terms and conditions other than the University's terms and conditions may be rejected as being non-responsive. **If there are no exceptions, Proposer must expressly state that no exceptions are taken.**

**6.4.4 Qualifications and Experience (Tab 3)**

Proposers are required to have a U.S. Employer Identification Number or Taxpayer Identification Number, and the selected Proposer shall be required to complete a Supplier Profile in the CSU's Procure-to-Pay platform certifying its authority to conduct business in the State of California, if not already completed. California Certified Small/Micro Businesses and Disabled Veteran Business Enterprises are strongly encouraged to submit a proposal, if qualified.

This criterion will evaluate the Proposer's overall qualifications, relevant experience, and demonstrated success providing paid digital marketing and advertising services for higher education institutions, particularly colleges or programs comparable in size, complexity, and mission to the College of Business and Economics.

**SECTION VI**  
**PROPOSAL INSTRUCTIONS AND FORMAT**

Evaluation will consider the extent to which the Proposer demonstrates:

- A minimum of seven (7) years of experience delivering digital marketing services for colleges, universities, or similar higher education organizations.
- Demonstrated experience supporting enrollment-focused marketing initiatives, including lead generation, application growth, and brand awareness for academic programs.
- Relevant experience managing multi-channel paid media campaigns and applying best practices in campaign optimization, performance measurement, and reporting.
- The experience, qualifications, and stability of the firm's proposed personnel, including clearly defined roles and direct relevance to the services described in this RFP.
- A clear understanding of the needs and operating environment of a public university.

Points will be awarded to Proposers that demonstrate a strong record of relevant experience, qualified personnel, and alignment with the University's requirements.

**6.4.5 Proposer's Response to Scope of Work (Tab 4)**

This criterion will evaluate the quality, clarity, and completeness of the Proposer's response to Section III, Scope of Work, of this RFP. Proposals will be assessed on how effectively the Proposer demonstrates an understanding of the College of Business and Economics' objectives and presents a cohesive, practical approach to delivering the required services.

Evaluation will consider the extent to which the proposal:

- Clearly addresses the operational requirements, performance objectives, and expectations outlined in the Scope of Work.
- Demonstrates a sound approach to managing and optimizing paid digital marketing and advertising campaigns in support of enrollment, brand awareness, and program promotion goals.
- Reflects an understanding of target audiences, messaging strategy, reporting and analytics, performance measurement, and staffing approach appropriate to the Scope of Work.
- Presents a scalable, well-organized, and realistic plan that aligns with public university requirements and best practices in higher education digital marketing.

Points will be awarded to proposals that are clear, concise, complete, and well-aligned with the Scope of Work, and that demonstrate a strong likelihood of contributing to the success of the College's marketing and enrollment initiatives.

**6.4.6 References (Tab 5)**

Three (3) prior references for similar projects are required. References shall include the organization's name, address, contact name, title, telephone number, email address, dates of service, and a brief description of the services performed.

**SECTION VI**  
**PROPOSAL INSTRUCTIONS AND FORMAT**

This criterion will evaluate the Proposer's past performance and success on engagements similar in scope and complexity to the services described in this RFP.

Evaluation will consider the extent to which the references demonstrate:

- Relevance of the referenced work to the Scope of Work.
- Demonstrated success in delivering paid digital marketing and advertising services.
- Responsiveness, communication, and overall quality of performance.
- Client satisfaction and ability to meet project objectives and expectations.

The University reserves the right to contact any or all references provided. Failure to submit the required references may result in a proposal being deemed non-responsive.

**6.4.7 Cost (Tab 6)**

This category awards points based on the cost indicated on Section IV, Cost Proposal Form. The cost shall be firm and fixed for the duration of the three (3) year term, unless otherwise stated in the Cost Proposal Form. The proposal with the lowest cost shall receive the maximum number of points in this category. Points shall be determined by dividing the lowest proposal cost by the relative proposal cost and multiplying by the maximum points available as follows:

$$\frac{\text{Lowest Proposal}}{\text{Proposer's Proposal}} \times 25 = \text{Points Awarded}$$

**Section IV, Cost Proposal Form, must be completed and printed out in its entirety and submitted in a separate envelope or package along with an electronic copy (USB).** Make a note on this tab that the Cost Proposal Form has been submitted in a separate envelope or package.

**6.4.8 Small Business and DVBE Documentation (Tab 7)**

Proposer's Small Business and DVBE Documentation shall be inserted under this Tab. **If Proposer is not a certified Small Business and/or DVBE, Proposer must expressly state that in this section.**

**6.5 APPENDICES**

Information considered by the Proposer to be pertinent to this RFP, such as additional cost-saving measures, or additional services which have not been specifically solicited elsewhere, or other relevant information, may be placed in a separate Appendix for further consideration by the evaluation committee.

**END OF SECTION VI**

# CONTRACT FOR PURCHASE OF GOODS, SOFTWARE, OR SERVICES

Contract Number:

This Contract for Purchase of Goods, Software, or Services ("Contract"), dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date"), is made and entered into in the State of California by and between the Trustees of the California State University, which is the State of California acting in its higher education capacity ("CSU" or "University"), on behalf of [Campus Name], through CSU's duly appointed and acting officer, and

CONTRACTOR'S NAME

("Contractor").

The term "Contractor" includes Contractor and its sub-contractors. CSU and Contractor are referred to individually as a "Party" and collectively as "Parties." The term "Campus" shall include any campus or administrative office of CSU.

For and in consideration of the mutual covenants, conditions, and stipulations in this Contract, the Parties agree:

1. Contractor shall furnish to CSU certain equipment, materials, or supplies ("Goods"), software, software as a service, platform as a service, or online subscriptions ("Software"), or services ("Services"). The term "Contracted Work" refers to the Goods, Services, and Software supplied by Contractor under the terms of this Contract.
2. The following documents are incorporated and made part of this Contract by reference. In the event of a conflict or inconsistency between the documents that are part of this Contract, the documents shall prevail in the descending order listed below, with the first document listed having the highest precedence:
  - (1) California State University Terms and Conditions of Purchase
  - (2) California State University Data Privacy and Security Rider
  - (3) [Scope of Work]
  - (4) [\_\_\_\_\_]
3. The term of this Contract ("Term") shall be from the Effective Date through \_\_\_\_\_, \_\_\_\_ [with \_\_\_\_\_ one-year renewal options to be taken individually, in combination, or as a single block of five (5) years through \_\_\_\_\_, \_\_\_\_].
4. Written acceptance, or shipment of all or any portion of the Goods or Software, or the performance of all or any portion of the Services, or acceptance of any payment, will constitute Contractor's unqualified acceptance of all of the Contract's terms and conditions. The terms of any proposal referred to in the Contract are included and made part of the Contract only to the extent the proposal specifies the Contracted Work ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Contract.

Contract Number:

5. The following paragraphs are incorporated in the Contract only if the box preceding that paragraph is marked:

- a. **Background Checks.** Contractor employs individuals who: (1) perform duties where a background check is required by law, or (2) are in a position defined as “sensitive” by [CSU’s Background Checks policy](#). Contractor warrants that all employees or agents of Contractor who perform work for CSU, or who perform work at any CSU campus or facility, have completed or cleared appropriate background checks. All background checks shall be at the sole expense of Contractor. Contractor shall conduct all background checks directed by CSU, required by law, or required by CSU policy, but in no case less than would be required of a CSU employee performing similar job duties.

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IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

UNIVERSITY	CONTRACTOR
<b>Trustees of the California State University</b>	<b>Contractor’s Name</b>
>BY (AUTHORIZED SIGNATURE) _____ DATE _____ PRINTED NAME AND TITLE OF PERSON SIGNING	>BY (AUTHORIZED SIGNATURE) _____ DATE _____ PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS	ADDRESS

Contract Number:
------------------

# CALIFORNIA STATE UNIVERSITY

## TERMS AND CONDITIONS OF PURCHASE

### 1. Contract

These California State University Terms and Conditions of Purchase (“Terms and Conditions”) are made part of that certain Contract for Purchase of Goods, Software, or Services with the contract number written above (“Contract”), made by and between the contractor named in such Contract (“Contractor”) and The Trustees of the California State University (“CSU” or “University”). CSU and Contractor are individually referred to herein as a “Party”, and together referred to as the “Parties”. Terms that are Capitalized in these Terms and Conditions shall have the same meaning as those terms are defined in the Contract. If no contract number is written above, the equipment, material, or supplies (“Goods”), software, software as a service, platform as a service, or online subscriptions (“Software”) or services (“Services”) furnished by Contractor, and covered by a CSU Purchase Order or other agreement, are governed by these Terms and Conditions, which shall take precedence over any other terms and conditions. The term “Contracted Work” refers to the Goods, Services, and Software supplied by Contractor under the terms of this Contract.

Written acceptance or shipment of all or any portion of the Goods or Software, or the performance of all or any portion of the Services, will constitute Contractor’s unqualified acceptance of the Terms and Conditions. Unless otherwise agreed in writing, the terms of any proposal referred to in the Contract are included and made a part of the Contract only to the extent the proposal specifies the Goods, Software, or Services ordered, the price, and the terms of delivery, and then only to the extent that those terms are consistent with the terms and conditions of the Contract.

### 2. General

#### 2.1 Commencement of Work

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

#### 2.2 Entire Contract

This Contract, together with its riders, attachments, and exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective rights and obligations of each Party. All prior agreements, representations, inducements, and negotiations, and any and all existing contracts previously executed between the parties with respect to this subject matter, are superseded hereby. This Contract also supersedes all click-through, click-wrap, shrink-wrap, Terms of Use, Terms of Service, or other End User License Agreements, all of which are null and void.

## CSU Terms and Conditions of Purchase

CSU rejects any different or additional terms without prior written consent from an authorized CSU officer or employee.

**2.3 No Oral Modifications or Understandings**

No alteration or modification of the Contract shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the Parties.

**2.4 Severability**

Contractor and CSU agree that the terms of this Contract are severable. If any provision of this Contract is found to be illegal or unenforceable, such provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Any Party having knowledge of such provision shall promptly inform the other of the presumed non-enforceability of such provision. Should such illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of the Parties, to the maximum extent reasonable.

**2.5 Governing Law and Choice of Venue**

This Contract shall be construed in accordance with and governed by the laws of the State of California. Any action brought by any Party hereto shall be brought in a court of competent jurisdiction within the State of California.

**2.6 Independent Status**

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

**2.7 Personnel**

Contractor maintains the sole right to determine the assignment of its employees to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel. If services are provided under this Contract, Contractor warrants that its staff, which is assigned to performing work under this Contract, is legally able to perform such duties in the country where the work is being performed.

**2.8 Assignments**

Neither Party shall assign this Contract, in whole or in part, without the other Party's written consent, which shall not be unreasonably withheld.

**2.9 No Waiver of Rights**

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

**2.10 Time**

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

**2.11 Material Change of Circumstances**

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity, or any other term of this Contract.

**2.12 Prevailing Wage**

In the event that prevailing wage requirements apply to the Contracted Work, Contractor shall pay employees the current prevailing rate wages for any work performed under this Contract in accordance with California Labor Code section 1720.

**2.13 Contractor's Power and Authority**

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

**2.14 Sovereign Immunity**

Notwithstanding anything herein to the contrary, nothing in this Contract shall be deemed a waiver of sovereign immunity of the State of California or of CSU.

**2.15 Headings**

Headings in this document are for convenience of reference only, and shall not be used in the interpretation of this Contract.

**3. Termination and Remedies****3.1 Termination for Convenience**

CSU may terminate this Contract at any time for any or no reason and without future financial obligation upon thirty (30) days written notice to Contractor. Upon notice of termination pursuant to this section, if directed by CSU Contractor shall immediately stop all work and cause its suppliers and/or subcontractors to immediately cease their work related to this Contract. Contractor shall be paid for Contracted Work performed in accordance with the Contract, prior to the notice of termination or such date that CSU has directed to stop work. In no event shall Contractor be paid for costs incurred or Services performed after receipt of notice of termination, or, if later, the date Contractor is directed to stop work.

**3.2 Termination for Default**

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor if Contractor fails to comply with any material term or condition of the Contract. Late performance, or

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delivery of Contracted Work that is defective or does not conform to the requirements of the Contract, shall, without limitation, be causes allowing CSU to terminate for default. In the event of such termination, CSU may proceed with the Contracted Work in any manner deemed proper by CSU. The cost to CSU of procuring substitute goods, services, or software shall be deducted from any sum due to the Contractor under the Contract for Contractor's prior satisfactory performance.

**3.3 CSU's Rights and Remedies for Contractor's Default**

- (a) **Defective Contracted Work.** In the event any Contracted Work provided by Contractor in the performance of this Contract fails to conform to the requirements herein, CSU may reject the same. It shall thereupon become Contractor's duty forthwith to reclaim and remove all nonconforming deliverables and correct the performance of Services at no expense to CSU, and to immediately replace all such rejected items and/or work with others conforming to the requirements of this Contract. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services, and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor; or, if applicable, CSU shall have the right to complete all or any part of the Statement of Work, and charge its expense of completing the service/work to Contractor and to deduct from any moneys due or that may thereafter become due to Contractor the difference between the price named in the Contract and the actual cost to CSU.
- (b) **Late Delivery.** In the event Contractor fails to make prompt delivery of any Good, Software, or Service as specified in this Contract, CSU shall have the same rights, but not obligations, as set forth in subsection (a) above to purchase replacement items or services in the open market and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (c) **Termination for Default.** In the event that CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy that CSU may have available to it, for any loss or damage sustained and cost incurred by CSU in procuring any items or services that Contractor agreed to supply.
- (d) **Rights and Remedies Not Exclusive.** CSU's rights and remedies provided in this section shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

**3.4 Dispute**

Any dispute arising under or resulting from this Contract that is not resolved within sixty (60) days by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue

without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

### 3.5 Force Majeure

- (a) **Liability.** Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, quarantines, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event."). For the avoidance of doubt, Force Majeure shall not include (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
- (b) **Notice.** The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- (c) **Force Majeure Remedies.** Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this term, during the period of a Force Majeure Event affecting performance by Contractor, in addition to any other remedies permitted by law or this Contract, CSU may elect to do all or any of the following:
- (1) suspend the Contract between CSU and Contractor for the duration of the Force Majeure Event and be relieved of any payment obligation for Contracted Work not delivered or accepted due to the Force Majeure Event;
  - (2) obtain elsewhere the Contracted Work not delivered or accepted due to the Force Majeure Event;
  - (3) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; or
  - (4) terminate the Contract between CSU and Contractor as to any Contracted Work not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

## 4. Indemnity

### 4.1 General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection

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with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

**4.2 Patent, Copyright, and Trade Secret Indemnity**

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

maintenance of computer software in violation of copyright laws.

## 5. Warranty

### 5.1 Free from Defect

Contractor warrants that (i) the Contracted Work furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in any specific Statement of Work between Contractor and CSU), and (ii) the Contracted Work will be free from fault and defects in design, materials, and workmanship. Where the Parties have agreed to design specifications in a Statement of Work, if any, directly or by reference, Contractor warrants the Contracted Work shall provide all functionality required thereby, and Contracted Work shall be new and of industry standard quality in the trade and in accordance with the approved and agreed-to design and specifications. CSU's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

### 5.2 Permits

Contractor warrants that it will procure all permits, licenses, and authorizations necessary to properly perform its obligations under this Contract in accordance with all applicable laws, regulations and ordinances.

### 5.3 Software

In addition to the other warranties set forth herein, where the Contract calls for delivery of commercial software, Contractor warrants that such software shall perform in accordance with its license and accompanying documentation. Contractor further warrants that, at the time of delivery, any deliverables consisting of software (i) shall be free of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) shall not infringe or violate any third-party's intellectual property right. Without limiting the generality of the foregoing, if CSU believes harmful code may be present in any commercial software delivered by Contractor, Contractor shall, upon CSU's request, provide a master copy of the software for comparison and correction.

### 5.4 Warranty Pass-Through

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

### 5.5 Inure to CSU

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

## 6. Operational

### 6.1 Safety and Accident Prevention

In the event this Contract requires Contractor to perform work on premises owned or controlled by CSU ("CSU Premises"), Contractor shall conform to all specific safety requirements contained in this Contract and/or as required by law, regulation, or CSU policies, plans, and procedures, including, but not limited to, the campus Workplace Violence Prevention Plan applicable to the CSU Premises at which work is performed. Contractor shall take all additional precautions as CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

### 6.2 Protection/Restoration of Facilities

If the Contract involves performing work on CSU's Premises, Contractor shall properly and adequately protect from damage all of CSU's property, including, but not limited to, land, structures, equipment, and utilities while providing goods or services on CSU's premises. Contractor shall comply with all facility, safety and security rules and regulations, and other instructions of CSU, when performing work at CSU's Premises, and shall conduct its work at CSU's Premises in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSU employees, students, or members of the public. If any of CSU's property is damaged, altered or disturbed in any way during the performance of this Contract, whether by Contractor, sub-Contractor, or anyone acting on behalf of Contractor, Contractor shall promptly restore CSU's property to the condition it was in immediately before the damage or alteration at Contractor's sole cost and expense. If Contractor is unable or unwilling to restore CSU's property, CSU may restore such property at Contractor's sole cost and expense, and CSU shall be entitled to promptly recover from Contractor the cost and expense of such restoration.

### 6.3 Cleaning and Removal of Debris/Salvage

If the Contract involves performing work on CSU's Premises, Contractor shall remove at the end of each workday all dirt, debris, waste, rubbish, equipment, and obstacles to CSU pedestrian or vehicular traffic, as directed by CSU. Contractor shall thoroughly clean (vacuum, wet mop, etc.) any dust, soot or similar construction generated materials and contaminants at the end of each workday. Contractor shall not allow debris, waste, or unused construction material to accumulate under, in, or about the work site, nor shall such materials be used in backfilling. Contractor shall not ask any employee, volunteer, or CSU student for assistance in work or use of equipment, tools, or supplies. Upon completion of work, Contractor shall thoroughly clean the work area, including all fixtures, equipment, floors, and hardware, and shall remove all plaster spots, stains, paint spots, and accumulated dust and dirt. This shall include thorough cleaning of all roofs, sidewalks, or other surfaces where debris may have collected. Additionally, Contractor shall remove all scaffolding, planking, surplus materials, temporary structures, waste materials and rubbish around the equipment or upon the site and dispose of any such items in safe and legal fashion. Absolutely no materials shall be left on CSU's Premises. All salvage items removed in connection with any work remain the property of CSU and shall be deliverable to the location designated by the authorized representative of CSU.

### 6.4 Invoices

- (a) **Submission.** Contractor shall submit invoices to CSU for payment of goods and/or services

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rendered under this Contract. Such invoices shall be submitted in arrears to the address provided in the Contract. In the event that the Contracted Work is of a continuing nature, such invoices shall be submitted in arrears upon completion of each phase. Each invoice must contain the Contract number and Contractor's Identification number. The final invoice shall be marked as such.

- (b) **Payment.** Unless otherwise specified, CSU shall pay properly submitted invoices not more than 45 days after the latest of:
  - (1) CSU's acceptance of goods conforming to the Contract;
  - (2) Contractor's satisfactory completion of services conforming to the Contract; or
  - (3) CSU's receipt of an undisputed invoice.
- (c) **Late Payment.** Late payment penalties shall not apply to this Contract.
- (d) **Full Compensation.** The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance of this Contract, including travel and travel-related expenses, unless otherwise expressly so provided. Any of Contractor's travel or travel-related expenses that CSU agrees to reimburse shall be reimbursed only in accordance with CSU policy.

### 6.5 Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, and other documentation exchanged pursuant to the Contract shall contain the Contract number. If factory shipment, the factory must be advised by Contractor 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.

### 6.6 Packing and Shipment of Goods

- (a) **Containers.** Should Goods be provided under this Contract, all Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - (1) Show the number of the container and the total number of containers in the shipment; and
  - (2) The number of the container in which the packing sheet has been enclosed.
- (b) **Packing Sheets.** All shipments of Goods by Contractor or its subcontractors must include packing sheets identifying: the contract number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

### 6.7 Delivery

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, CSU shall not be required to make any payment for the excess deliverables and may return them to Contractor at Contractor's expense or utilize any other rights available to CSU at law or in equity.

## 6.8 Substitutions

Contractor may not tender substitute items for any Goods or Software to be provided under this Contract without advance written consent of CSU. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of CSU.

## 6.9 Inspection, Acceptance and Rejection

Unless otherwise specified in a Statement of Work, all Contracted Work may be subject to inspection and test by CSU. CSU shall not be deemed to have accepted Contracted Work until it has had a reasonable period to inspect it following delivery or completion of performance. Contractor shall be liable to correct all deficiencies at its own expense. Notwithstanding any prior payment or inspection, CSU will also have the right to reject Contracted Work as though it had not been accepted after any latent defect has become apparent.

## 6.10 Taxes, Delivery, and Permits

- (a) **Taxes.** Contractor certifies that it shall comply with all California Sale and Use Tax requirements. Articles sold to CSU may be exempt from certain Federal Excise Taxes. CSU will furnish an exemption certificate on request.
- (b) **FOB.** Unless otherwise specified, FOB shall be destination.
- (c) **Charges.** Prices quoted shall include all required and applicable taxes, and applicable delivery or freight charges, insurance, license fees, permits, and costs of bonds. If Contract includes a charge for freight, Contractor shall provide supporting documentation for any charge over \$50. If Contract includes a charge for handling, it must be itemized separately from any charge for shipping.
- (d) **Prohibited Charges.** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other related purpose will be paid by CSU unless expressly included and itemized in the Contract.
- (e) **Permits.** Contractor certifies that it will immediately advise CSU of any change in its retail seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration.

## 6.11 Electronic Software Tax Liability

If Software is provided under the terms of this Contract, Contractor agrees to deliver Software solely in an intangible form and via electronic means. Contractor shall be responsible for ensuring that the Software is not delivered to CSU in tangible form and shall defend and indemnify CSU for any and all tax liability resulting from Contractor's failure to deliver Software as required by this Contract.

## 6.12 Rights in Contracted Work

- (a) **Work Made for Hire.** Unless CSU indicates that the Contracted Work does not involve work made for hire, Contractor acknowledges and agrees that all inventions, discoveries, intellectual property, technical communications, and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the exclusive property of CSU. The Work Product shall be considered "work made for hire" under U.S. copyright law and all

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right, title, and interest to and in such Work Product including, but not limited to, any and all copyrights or trademarks, will be owned by CSU. In the event that it is determined that CSU is not the owner of such Work Product under the “work made for hire” doctrine of U.S. copyright law, Contractor hereby irrevocably assigns to CSU all right, title, and interest to and in such Work Product and any copyrights or trademarks thereto.

- (b) **Noninfringement.** Contractor warrants that it has the complete right and title to sell, license, or convey all parts of the Contracted Work, and has obtained any and all necessary permissions from third parties to sell, license, or convey the Contracted Work, and that use of the Contracted Work shall not infringe the intellectual property or any other property rights of any third party. Contractor shall indemnify and hold CSU and authorized users of the Contracted Work harmless for any losses, claims, damages, awards, penalties, or injuries incurred which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Contracted Work by CSU or any authorized user in accordance with the terms of this Contract.

### 6.13 Use of Name or Marks, and Endorsement

Neither Party shall use the other Party’s name, trade names, trademarks, service marks, logos, or domain names without the prior written agreement of the other Party. Nothing contained in this Contract shall be construed as conferring on any Party any right to use the other Party’s name or mark as an endorsement of any product or 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 the endorsement of any commercial product or service by CSU.

### 6.14 Use of University Marks for Marketing Services

Notwithstanding the foregoing, Contractor may use the University’s and College of Business and Economics’ names, logos, trademarks, and other brand assets solely as necessary to perform the services described in this Contract, including the creation, placement, and optimization of digital advertising, marketing content, and related campaign materials, subject to the University’s brand standards and guidelines. All creative materials, advertisements, and public-facing content utilizing University marks shall be subject to prior review and approval by the University’s Strategic Communications department. Such approval shall not be unreasonably withheld or delayed. Contractor shall not use the University’s or College’s name, logos, trademarks, or other identifying marks for its own marketing, promotional, or publicity purposes, including case studies, press releases, customer lists, websites, or sales materials, without the University’s prior written consent. Nothing in this Contract shall be construed to grant Contractor any ownership interest in the University’s intellectual property or to imply University endorsement of Contractor or its services.

## 7. Insurance

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

### 7.1 Policies and Coverage

- (a) **Required.** Contractor shall obtain and maintain the following policies and coverage:

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- (1) Comprehensive or Commercial General Liability Insurance, on an occurrence basis, covering Contracted Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. CSU may require the aggregate limit to apply specifically to the Contracted Work in certain circumstances, and will notify Contractor of this requirement.
  - (2) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
  - (3) Worker's Compensation, including Employers Liability Insurance as required by law.
- (b) **Additional.** Contractor shall also be required to obtain and maintain the following policies and coverage to the extent indicated below:
- (1) Environmental Impairment Liability or Pollution Liability Insurance in the event that the Contracted Work involves hazardous materials which could result in any loss, cost or expense arising out of any requirement to clean up, remove, contain, treat, detoxify or in any way respond to pollutants or injury or damage resulting therefrom. This includes, but is not limited to, Contracted Work involving asbestos, lead, fuel storage or pipes, sewage, industrial waste, and hazardous chemicals (such as pesticides, carcinogens, trichloroethylene (TCE), or polychlorinated biphenyls (PCBs).
  - (2) Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance in the event that the Contracted Work involves access to or storage of Protected Data. For purposes of this Contract, "Protected Data" has the same meaning as defined in the [CSU Information Security Policy and Standards, section VI](#) (which, for clarification, includes both "Level 1 - [Confidential](#)" data and "[Level 2 - Internal Use](#)" data). Such insurance shall cover liabilities for financial loss, damages, and/or costs incurred as a result of any confirmed or suspected data security breach or loss of Protected Data (including personally identifiable information) due to the acts, omissions, and/or intentional misconduct of Contractor, its officers, employees, agents, sub-contractors, or anyone acting on behalf of Contractor in connection with the performance of this Contract. Such coverage shall include without limitation, all of the following:
    - (A) Costs to notify persons whose data were lost or compromised
    - (B) Costs to provide credit monitoring and credit restoration services to persons whose data were lost or compromised
    - (C) Costs associated with third party claims arising from a confirmed or suspected data security breach or loss of CSU confidential data, including litigation costs and settlement costs
    - (D) Any investigation, enforcement, fines and penalties, or similar miscellaneous costs arising from a confirmed or suspected data security breach or loss of CSU confidential data
    - (E) Any payment made to a third party as a result of extortion related to a confirmed or

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suspected data security breach or loss of CSU confidential data

- (3) Professional Liability Insurance if the Contracted Work involves professional services involving specialized skill or training, including but not limited to:
- (A) preparation of any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, warning, permit application, payment request, manual or inspection;
  - (B) supervision, inspection, quality control, architectural, engineering or surveying activity or service;
  - (C) job site safety;
  - (D) construction contracting, construction administration, or construction management;
  - (E) computer consulting or design, software development or programming service;
  - (F) selection of a contractor or subcontractor;
  - (G) real estate, legal, medical, employment, investment, or management services;
  - (H) monitoring, testing, or sampling services; or
  - (I) if otherwise directed by CSU in writing.
- (4) Other insurance as agreed upon by CSU and Contractor.
- (c) **Verification of Coverage.** Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to CSU as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by Contractor for all coverage until the Contracted Work is accepted as complete. CSU reserves the right to require Contractor to furnish CSU complete, certified copies of all required insurance policies.
- (d) **Required Provisions.** Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Contract. The insurance policies shall contain, or be endorsed to contain, the following provisions.
- (1) The general and automobile liability policies shall name the State of California; the Trustees of the California State University; California State University, Fullerton; the Cal State Fullerton Philanthropic Foundation; the CSU Fullerton Auxiliary Services Corporation; the Associated Students, Inc., California State University, Fullerton; and the officers, employees, volunteers, and agents of each of them as additional insureds. Such endorsement shall be documented on an ACORD or similar form for this purpose; a statement on the certificate itself does not satisfy this requirement.
  - (2) For any claims related to the Contracted Work, Contractor's insurance coverage shall be primary insurance as respects the State of California, CSU the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, CSU, the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents shall be in excess of Contractor's insurance and shall not contribute with it.
  - (3) Each insurance policy required by this section shall state that coverage shall not be canceled by either Contractor or the insurance carrier, except after thirty (30) days prior written notice by certified mail, return receipt requested (or other written notice with proof of

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receipt), has been given to CSU.

- (4) The State of California, CSU, the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- (5) Each insurance policy required by this section shall contain an endorsement providing a waiver of transfer of rights of recovery against others (waiver of subrogation) as to the State of California, CSU, the Trustees of the California State University, and their officers, employees, representatives, volunteers, and agents.

## 7.2 Amount of Insurance

- (a) **Minimum Coverage.** The limits stated below are minimum required amounts of insurance coverage but do not serve to limit amounts recoverable by CSU. CSU is entitled to any valid and collectible insurance and any other sources of recovery. The insurance furnished by Contractor under this Contract shall provide coverage in amounts not less than the following:
  - (1) Comprehensive or Commercial General Liability Insurance—Limits of Liability
    - (A) \$4,000,000 General Aggregate
    - (B) \$2,000,000 Each Occurrence—combined single limit for bodily injury and property damage.
    - (C) \$2,000,000 Each Person/Entity for personal liability
    - (D) \$2,000,000 for contractual liability
  - (2) Business Automobile Liability Insurance—Limits of Liability
    - (A) \$1,000,000 Each Accident—combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
  - (3) Workers' Compensation—limits as required by law with Employers Liability limits of \$1,000,000.
- (b) **Hazardous Materials.** For Contracts involving hazardous materials, Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is agreed upon in writing signed by Contractor and CSU:
  - (1) Environmental Impairment or Pollution Liability Insurance—Limits of Liability
    - (A) \$10,000,000 General Aggregate
    - (B) \$5,000,000 Each Occurrence—combined single limit for bodily injury and property damage, including cleanup costs.
  - (2) In addition to the above-referenced coverage for Business Automobile Liability Insurance, Contractor shall obtain for hazardous material transporter services:
    - (A) MCS-90 endorsement
    - (B) Sudden & Accidental Pollution coverage endorsement—Limits of Liability\*
      - \$2,000,000 Each Occurrence
      - \$2,000,000 General Aggregate

\*A higher limit on the MCS-90 endorsement required by law must be matched by the

## CSU Terms and Conditions of Purchase

Sudden & Accidental Pollution Insurance.

- (3) With CSU's approval, Contractor may delegate the responsibility to provide the additional coverage required under this subsection (2) to its hazardous materials subcontractor. In the event that Contractor has obtained CSU's permission to delegate such responsibility to its hazardous materials subcontractor, Contractor shall provide CSU a letter within thirty (30) days of executing this Contract stating that Contractor is requiring its hazardous materials subcontractor to provide the additional coverage required under this subsection (2), if applicable. Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall adhere to all of the requirements of this Contract. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to CSU as soon as Contractor fully executes its subcontract with the hazardous materials subcontractor, or within thirty (30) days of the Notice to Proceed, whichever is less.
- (c) **Cyber.** For Contracts involving Contractor access to or storage of Protected Data, Contractor shall obtain the additional coverage in amounts not less than the following, unless a different amount is agreed upon in writing signed by Contractor and CSU:
- (1) Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance – Limits of Liability
    - (A) \$5,000,000 General Aggregate
    - (B) \$5,000,000 Each Occurrence
- (d) **Professional Services.** For Contracts involving professional services, Contractor shall obtain the additional coverage in amounts not less than the following, unless a different amount is agreed upon in writing signed by Contractor and CSU:
- (1) Professional Liability Insurance – Limits of Liability
    - (A) \$5,000,000 General Aggregate
    - (B) \$5,000,000 Each Claim

### 7.3 Acceptability of Insurers

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to CSU.

### 7.4 Subcontractor's Insurance

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's work as relates to this Contract. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained and approved by CSU. Only the Contractor and its hazardous materials subcontractor(s) are required to have the coverage for projects involving hazardous materials.

### 7.5 Miscellaneous

- (a) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (b) Acceptance of certificates of insurance by CSU shall not limit Contractor's liability under the Contract.

## CSU Terms and Conditions of Purchase

- (c) In the event Contractor does not comply with these insurance requirements, CSU may, at its option, provide insurance coverage to protect CSU. The cost of the insurance shall be paid by Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (d) If CSU is damaged by Contractor's failure to provide or maintain the required insurance, Contractor shall pay CSU for all such damages.
- (e) Except as specifically provided for in contracts involving hazardous materials, Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.

## 8. University Data

### 8.1 California Consumer Privacy Act (CCPA)

Contractor warrants that it complies with the CCPA and other California laws regarding data privacy. For purposes of this section only, "personal information" shall have the same meaning as that term is defined in the CCPA. If Contractor meets the definition of a "Business" under the CCPA, Contractor shall comply with the following obligations:

- (a) **Personal Information.** Contractor will only collect, use, retain, or disclose personal information for the contracted business purposes.
- (b) **Use.** Contractor will not collect, use, retain, disclose, sell, or otherwise make personal information available for Contractor's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Contractor to disclose personal information for a purpose unrelated to the contracted business purpose, the Contractor must first inform CSU of the legal requirement and give CSU an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- (c) **Purpose.** Contractor shall limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- (d) **Prompt Response.** Contractor shall promptly comply with any request or instruction from a software user or from CSU requiring the Contractor to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- (e) **Notice.** If the contracted business purposes require the collection of personal information from individuals on CSU's behalf, Contractor will always provide a CCPA-compliant notice addressing use and collection methods.

### 8.2 Permissible Use of Data

- (a) **License to Use CSU Data.** All rights, including all intellectual property rights, in and to University Data shall remain the exclusive property of CSU, and Contractor has a limited, nonexclusive license to use such data as provided in this Contract solely for the purpose of performing its obligations pursuant to the Contract, and only to the extent necessary to carry out its obligations to CSU under the terms of the Contract.

## CSU Terms and Conditions of Purchase

- (b) **No Pecuniary Gain.** Contractor shall not utilize any University Data for pecuniary gain not contemplated by this Contract, regardless of whether Contractor is or is not under contract at the time such gain is realized.
- (c) **Disclosure of Data.** Contractor may disclose University Data only to the extent necessary to carry out its obligations to CSU under the terms of the Contract, and shall not share such data with or disclose it to any third party without the prior written consent of CSU, except as required by law or permitted in this Contract. Contractor may only disclose University Data to affiliates or subcontractors for the purposes set forth in this Contract and only after the affiliates or subcontractors agree in writing to be bound by the same restrictions, conditions, and requirements that apply to Contractor under this Contract. For the avoidance of doubt, Contractor is solely responsible for unauthorized disclosure of University Data by any subcontractor.
- (d) **Termination.** Upon termination or expiration of this Contract, or at any time upon the request of CSU, Contractor and its agents and subcontractors shall immediately cease all use of University Data.

### 8.3 Confidentiality of Data

- (a) **Duty of Confidentiality.** Contractor shall maintain the confidentiality and privacy of Personal Information, Protected Data, and all other information designated “confidential” by CSU, to which Contractor has access, during the Term and after termination of the Contract. For purposes of this Contract, “Personal Information” shall have the same meaning as that term is defined in the Information Practices Act (California Civil Code, § 1798 *et seq.*) (the “IPA”), and “Protected Data” shall have the same meaning as defined in the [CSU Information Security Policy and Standards, section VI](#) (which, for clarification, includes both “Level 1 - [Confidential](#)” data and “[Level 2 - Internal Use](#)” data). Collectively, Personal Information, Protected Data, and all other information designated “confidential” by CSU, and to which Contractor has access, are collectively referred to in this Contract as “University Data”. Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the IPA and in California Constitution Article 1, Section 1.
- (b) **Level of Care.** Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures shall be no less protective than Contractor uses or would use in good faith to secure its own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- (c) **Statutory Compliance.** Contractor shall comply with applicable state, Federal, and non-U.S. privacy laws, including but not limited to the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)) (“GLBA”), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”), the IPA, the Health Insurance Portability and Accountability Act (110 Stat. 1936) (“HIPAA”), and the California Consumer Privacy Act (CA Civil Code 1798.100 *et seq.*). Contractor shall use best efforts, consistent with guidance from the Federal Trade Commission, the California Office of the Attorney General, the California Privacy Protection Agency, and other applicable guidance, to

## CSU Terms and Conditions of Purchase

protect University Data from identity theft, fraud and unauthorized use. Contractor shall comply with all requirements governing redisclosure of education records, as that term is defined in FERPA.

- (d) **Exceptions to Confidentiality.** The obligations of confidentiality of this section shall not apply to any information that:
- (1) Contractor rightfully has in its possession when disclosed to it, free of obligation to CSU to maintain its confidentiality;
  - (2) Contractor independently develops without access to University Data;
  - (3) Is or becomes known to the public other than by breach of this Contract;
  - (4) CSU or its agent releases without restriction; or
  - (5) Contractor rightfully receives from a third party without the obligation of confidentiality.
- Any combination of University Data disclosed with information not so classified shall not be deemed to be within such exclusions because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.
- (e) **Geographical Restriction.** Any access, transmission, processing, or storage of University Data outside the United States shall require prior written authorization by CSU. This requirement is a material term of this Contract.
- (f) **Notice of Subpoenas.** Except as otherwise expressly prohibited by law, Contractor shall:
- (1) immediately notify CSU in writing of any threatened or actual subpoenas, warrants, or other legal orders, demands or request received by Contractor seeking University Data, and
  - (2) Before making any disclosure of University Data, cooperate with CSU's requests in connection with efforts by CSU to intervene and quash or modify the legal order, demand, or request.
- (g) **Return or Destruction of Data.** Within thirty (30) days of termination or expiration of this Contract, or at any time upon the request of CSU, Contractor and its agents and subcontractors shall:
- (1) provide CSU staff with the opportunity and ability to download /export University Data for records retention purposes;
  - (2) return or destroy all University Data received from CSU and/or any retained by any of its affiliates, agents, representatives, or subcontractors, in any form, and delete from any computer system, retaining no copies of such information; and
  - (3) Provide written certification to CSU that these actions have been completed.
- Contractor agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and University Data shall be purged or destroyed in accordance with NIST Guidelines for media sanitization (<https://csrc.nist.gov/>). If Contractor determines that return or destruction of University Data is not feasible, Contractor shall extend the protections of this Section 8.3 to such information, and shall limit further uses and disclosures to those purposes that make the return or destruction of the University Data infeasible; and Contractor's obligations under this Section 8.3 shall survive the termination of the Contract.

## CSU Terms and Conditions of Purchase

- (h) **Material Breach.** Contractor's failure to comply with any provision of this Section shall constitute a material breach of this Contract.

**8.4 Unauthorized Disclosure of Data**

- (a) **Report to CSU.** Contractor shall report, in writing, to [csuciso@calstate.edu](mailto:csuciso@calstate.edu) any use or disclosure of University Data not authorized by this Contract or in writing by CSU ("Security Incident"), including any reasonable belief that an unauthorized individual has accessed University Data.

This report shall:

- (1) be made not later than within twenty-four (24) hours after discovery, if information was, or is reasonably believed to have been, acquired by an unauthorized person;
  - (2) include details relating to any known or suspected security breach of Contractor's system or facilities which contain University Data, or any other breach of University Data relating to this Contract; and
  - (3) identify:
    - (A) the nature of the unauthorized use or disclosure,
    - (B) the time and date of incident,
    - (C) a description of University Data used or disclosed,
    - (D) who made the unauthorized use or received the unauthorized disclosure,
    - (E) the actions Contractor has taken or will take to mitigate any potentially harmful effect of the unauthorized use or disclosure,
    - (F) the corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and
    - (G) such other information in the written report as reasonably requested by CSU.
  - (4) Failure to provide the report required by this paragraph within seventy-two (72) hours of discovery of the Security Incident shall constitute a material breach of this Contract.
- (b) **Cooperation.** Contractor shall cooperate with CSU and its agents and provide reasonable information in its possession or in the possession of any of its affiliates and subcontractors to assist CSU in meeting its obligations to investigate and respond to the Security Incident, including allowing CSU staff to access log information and other pertinent information related to any investigation related to such breach or unauthorized use or disclosure. Contractor shall cooperate with any litigation or investigation proceedings concerning University Data loss or other breach of Contractor's obligations under this Contract.
- (c) **Notice to Affected Parties.** Contractor shall fully cooperate with CSU with the preparation and transmittal of any notice, that CSU may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected Security Incident. If directed by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible, consistent with the methods prescribed in California Civil Code §§ 1798.29 and 1798.82.
- (d) **Financial Responsibility.** Contractor shall reimburse CSU in full for all costs incurred by CSU in investigation and remediation of a Security Incident, including but not limited to providing

## CSU Terms and Conditions of Purchase

notification to individuals whose Personal Information was compromised, and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if University Data exposed during the breach could be used to commit identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the security breach. Contractor shall be financially responsible for any notice to affected parties resulting from Contractor's, its Representatives', its Affiliates', or its Subcontractors' acts or omissions with regard to the data security requirements of this Contract.

- (e) **Remedial Action.** In the event of an unauthorized disclosure of data, Contractor shall take appropriate remedial action with respect to the integrity of its security systems and processes.
- (f) **Indemnification.** In addition to any other remedies available to CSU under law or equity, Contractor shall indemnify (to the extent permitted by applicable law), reimburse, and hold CSU, its affiliates, regents, directors, officers, employees, agents and, if applicable, students (the "Indemnified Parties") harmless from and against all claims, actions, causes of action, demands, liabilities, judgments, fines, assessments, penalties, awards, legal fees, third-party service fees, or other costs and/or expenses, of any kind or nature, including without limitation, those associated with: (i) providing notice to the individuals whose personal information may be impacted by a Security Incident; (ii) providing any applicable credit monitoring that CSU may elect in its sole discretion, depending upon the severity of the incident, to provide to the affected individuals; and (iii) legal fees, audit costs, fines and other fees imposed upon any of the Indemnified Parties by regulatory agencies or contracting partners, or relating to or arising out of any breach or alleged breach of this Contract by Contractor, its affiliates or subcontractors.

### 8.5 Artificial Intelligence.

- a) Contractor shall disclose to CSU, on an ongoing basis, if it uses or has used AI systems, including generative artificial intelligence, in the creation or delivery of the Contracted Work. Contractor use of AI systems with University Data is not permitted except with prior written consent of CSU. "AI system" has the meaning provided in NIST AI RMF 1.0, as may be amended from time to time.
- b) Contractor shall not use any CSU data, or third-party data supplied by CSU, including but not limited to documents, audio, video, text, screen sharing, attachments, (Customer Input) or Output, to train its own or third-party artificial intelligence models.

## 9. Statutory Requirements

### 9.1 Examination and Audit

For contracts in excess of \$10,000, this Contract and Contractor shall be subject to examination and audit by:

- (a) the CSU Office of the University Auditor, or its designated agent, and by the California State Auditor, or its designated agent, for a period of three (3) years after final payment under the Contract. Such examinations and audits shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the

Contract.

- (b) the Comptroller General of the United States or designated federal authority for a period of up to five (5) years after final payment under the contract in the event the underlying contract is paid for in whole or in part by a federal contract or grant.

## 9.2 Conflict of Interest

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

## 9.3 Appropriation of Funds

If the term of this Contract continues into fiscal years subsequent to the fiscal year in which it is approved, such continuation is subject to the appropriation of funds for such purpose by the state legislature. If funds to continue payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and/or commodities to be supplied to CSU under the Contract, and to relieve CSU of any further obligation.

## 9.4 Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting and Direction (as defined in this section) shall be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor, and its affiliates:
- (1) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
  - (2) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (1). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU includes:
- (1) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
  - (2) development or design of test requirements;
  - (3) evaluation of test data;
  - (4) direction of or evaluation of another contractor;
  - (5) provision of formal recommendations regarding the acquisition of products or services; or
  - (6) provisions of formal recommendations regarding any of the above.
- (c) For purposes of this Section, "affiliates" means employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor; control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the

## CSU Terms and Conditions of Purchase

election of directors or other managing authority.

- (d) Except as prohibited by law, the restrictions of this Section will not apply:
- (1) 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
  - (2) where CSU has entered into a Contract for software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (e) 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.

### 9.5 Covenant Against Gratuities

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

### 9.6 Nondiscrimination

- (a) **Nondiscrimination.** During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) **Compliance.** Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § [11000](#) et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135- 11139.8), and the regulations or standards adopted by CSU to implement such article.
- (c) **Access.** Contractor shall permit access by representatives of the Civil Rights Department and CSU upon reasonable notice at any time during the normal business hours, but in no case less than 24

## CSU Terms and Conditions of Purchase

hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CSU shall require to ascertain compliance with this clause.

- (d) **Notice to labor organizations.** 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.
- (e) **Subcontracts.** Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### 9.7 Compliance with NLRB Orders

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

### 9.8 Drug-Free Workplace Certification

Except in the case of credit card purchase of goods of \$2,500 or less, Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking all of the following actions:

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

### 9.9 Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <https://www.dir.ca.gov/sweatfreecode.htm>, and Public Contract Code section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the

## CSU Terms and Conditions of Purchase

Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

**9.10 Recycled Content Certification**

Contractor shall certify in writing the minimum, if not exact, percentage of postconsumer material, as that term is defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges as defined in Public Contract Code section 12156(e)(1), the certification required by this subdivision shall specify that the cartridges so comply (Public Contract Code, section 12205).

**9.11 Entertainment Event Certification**

In accordance with CA Labor Code section 9250 *et seq.* (2022), for any contract for the production, set up, operation, or tear down of any live event, Contractor certifies all of the following:

- (a) All of Contractor's employees and any subcontractors or subcontractors' employees involved in the setting up, operation, or tearing down of a live event at the venue have completed the Cal/OSHA-10, the OSHA-10/General Entertainment Safety training, or the OSHA-10 as applicable to their occupation.
- (b) One of the following applies for all of Contractor's employees and any subcontractors or subcontractors' employees:
  - (1) Heads of departments and leads have completed the Cal/OSHA-30, the OSHA-30/General Entertainment safety training, or the OSHA-30, and are certified through the Entertainment Technician Certification Program relevant to the task or tasks they are supervising or performing, or another certification program, as specified by the division.
  - (2) Contractor's employees and any subcontractors' employees meet the conditions for a skilled and trained workforce.
- (c) Contractor certifies that Contractor has verified the training completion and certification requirements of all employees, and any subcontractor's employees, who will work on the setting up, operation, or tearing down of the event.

**9.12 Child Support Compliance Act**

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

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

**9.13 Americans With Disabilities Act (ADA)**

Contractor warrants that it complies with California and federal disabilities laws and regulations (including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq).

Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor shall ensure that any Contracted Work or deliverables are in compliance with the Web Content Accessibility Guidelines ("WCAG") 2.1 level AA, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

**9.14 Debarment and Suspension**

By accepting a contract with CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any federal department or agency, in accordance with the Office of Management and Budget guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235). The Contractor shall provide immediate written notice to CSU if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**9.15 Expatriate Corporations**

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

**9.16 Citizenship and Public Benefits**

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

**9.17 Loss Leader**

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

**9.18 DVBE and Small Business Participation**

- (a) If Contractor has committed to achieve small business (SB) participation, it shall, within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
- (1) the name and address of the SB(s) that participated in the performance of the Contract;
  - (2) the total amount the prime Contractor received under the Contract; and
  - (3) the amount each SB received from the prime Contractor. (Government Code, section

14841.)

(b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), certify to CSU:

- (1) the name and address of the DVBE(s) that participated in the performance of the Contract and the contract number;
- (2) the total amount Contractor received under the Contract;
- (3) the amount and percentage of work that Contractor committed to provide to each DVBE, and the amount each DVBE received from Contractor;
- (4) the actual percentage of DVBE participation that was achieved for this Contract; and
- (5) that all payments under the Contract have been made to each DVBE.

Contractor shall provide CSU with proof of payment made to each DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Ten thousand dollars (\$10,000) (or the full final payment, if less than \$10,000) shall be withheld from final payment until the required certification and proofs of payment have been delivered to CSU. If Contractor fails to comply with the certification and proofs of payment requirement, after notice it may cure the defect. If after thirty (30) calendar days from the date of notice, Contractor does not comply with the certification and proofs of payment requirements, CSU shall permanently deduct ten thousand dollars (\$10,000) (or the full final payment, if less than \$10,000) from the final payment. Such penalty may be levied regardless of whether Contractor ultimately provides documentation indicating it has met the minimum participation obligations. (Military and Veterans Code, section 999.5(d); Government Code, section 14841.)

Contract Number:
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# CALIFORNIA STATE UNIVERSITY DATA PRIVACY AND SECURITY RIDER

This Data Privacy and Security Rider (“DPS Rider”) is made part of that certain Contract for Purchase of Goods, Software, or Services with the contract number written above (“Contract”), made by and between the contractor named in such Contract (“Contractor”) and The Trustees of the California State University (“CSU” or “University”). CSU and Contractor are individually referred to herein as a “Party”, and together referred to as the “Parties”. This DPS Rider supplements the California State University Terms and Conditions of Purchase.

The Parties agree that the following terms and conditions are incorporated into the Contract:

1. **Definitions.** For purposes of this Contract:
  - a. Terms that are capitalized in this Rider shall have the same meanings as those terms are defined in the California State University Terms and Conditions of Purchase.
  - b. “Representative” shall mean an employee (full time or part time), officer, director, or agent of a Party.
  - c. “Affiliate” shall mean an entity now or hereafter controlled by, controlling or under common control with a Party; control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.
  - d. “Subcontractor” shall mean a third party to whom Contractor has delegated or subcontracted any portion of its obligations set forth herein.
2. **University Data.** Under the Contract, Contractor will do one or more of the following: create, obtain, access, transmit, maintain, use, process, store, host, or dispose of University Data.
3. **Personnel Security Requirements.**
  - a. **Need to Know.** Contractor shall permit access to University Data only to those Representatives, Affiliates, or Subcontractors of Contractor who require such access to carry out the purposes of this Contract.
  - b. **Security Training.** Contractor shall require all Representatives, Affiliates and Subcontractors with access to University Data, as a condition of their engagement, to participate in annual security awareness training.
  - c. **Record Access.** Contractor shall not knowingly permit a Representative, Affiliate, or Subcontractor to have access to the records, data or premises of CSU when such Representative, Affiliate or Subcontractor:
    - (a) has been convicted of a crime;
    - (b) has engaged in a dishonest act or a breach of trust; or
    - (c) uses illegal drugs.
  - d. **Personal Devices.** At no time shall Contractor’s Representatives, Affiliates or Subcontractors connect to any CSU system or access any University Data, for purposes of downloading, extracting, storing or transmitting data, using personally owned, rented or borrowed equipment, including but not limited to mobile devices.

- e. **Background Checks.** Contractor shall maintain comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, to the extent permitted by law. Contractor shall conduct background checks and obtain references for all its Representatives, Affiliates, and Subcontractors who have access to University Data. Such background checks shall include but not be limited to: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for criminal convictions CSU deems inconsistent with assigned duties; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).
  - f. **Contract Flow-Down.** Contractor shall require all its Affiliates and Subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially similar to those included in this Contract related to information security matters.
  - g. **Subcontractors.** Contractor shall notify University, on a continuing basis, of all subcontractors which may have access to University Data.
4. **Information Security Plan.** Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures, which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all University Data. No later than 30 days after the Effective Date of this Contract, and subject to the review and approval of CSU, Contractor shall establish, maintain, comply with, and provide to CSU an information security plan ("Information Security Plan"), which shall:
- i. ensure the security, integrity and confidentiality of University Data;
  - ii. protect against any anticipated threats or hazards to the security or integrity of University Data;
  - iii. protect against unauthorized access to or use of University Data that could result in substantial harm or inconvenience to the person that is the subject of University Data;
  - iv. protect against unauthorized changes to or use of University Data;
  - v. comply with all applicable CSU policies legal and regulatory requirements for data protection;
  - vi. include business continuity and disaster recovery plans; and
  - vii. include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is a Security Incident.

Contractor shall cause all Subcontractors and other persons and entities whose services are part of the Contracted Work or who hold University Data, to implement an information security program and plan substantially equivalent to Contractor's. The Information Security Plan shall require that any Level 1 – Confidential data transmitted or stored by Contractor only be transmitted or stored in an encrypted form acceptable to CSU.

If requested by CSU, on at least an annual basis, Contractor shall review, update and revise its Information Security Plan, subject to CSU's review and approval. At CSU's request, Contractor shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to CSU's security requirements as they exist from time to time.

5. **Risk Assessments.**

- a. Self-Assessment.** Contractor shall conduct risk assessments and/or audits of its use of University Data at least annually. Upon request by CSU, Contractor shall provide CSU with copies of its latest information security risk assessments and/or audits. If any assessment and/or audit discloses material variances from the performance requirements set forth in this Contract, Contractor shall be deemed in breach of this Contract.
  - b. SOC Report.** Upon request by CSU, Contractor shall provide to CSU, at no cost, its most recent AICPA Service Organization Control (SOC 2 Type 2) audit report and that of all subservice provider(s) relevant to the Contract. If so requested by CSU, such SOC report shall be provided annually, within 30 days of its issuance by the auditor, and shall be directed to the appropriate representative identified by CSU. Contractor shall provide CSU with a designated point of contact for the SOC report, address issues raised in the SOC report with relevant subservice provider(s), and respond to any follow-up questions posed by CSU in relation to the SOC report.
  - c. Audit by CSU.** During regular business hours, CSU may, at its sole expense and on a mutually agreed upon date (which shall be no more than fourteen (14) days after written notice), time, location and duration, perform or arrange for a site visit and/or confidential audit of Contractor's operations, facilities, financial records, and security and business continuity systems which pertain specifically to the Contracted Work. If Contractor is not in substantial compliance with the requirements of the performance requirements set forth in this Contract, CSU shall be entitled, at Contractor's expense, to perform additional such assessments and/or audits. CSU will provide to Contractor a copy of each report prepared in connection with any such audit within thirty (30) calendar days after it prepares or receives such report. Contractor agrees to promptly take action at its expense to correct those matters or items that require correction.
  - d. Default.** If any assessment and/or audit discloses material variances from the performance requirements or terms of this Contract, Contractor shall be deemed in breach of this Contract.
- 6. Data Encryption.** Contractor warrants that all electronic data will be encrypted in transmission (including via web interface) and stored at no less than 256-bit level encryption. Contractor warrants that all University Data shall be securely destroyed, when destruction is requested by CSU.
- 7. Network Security.** Contractor agrees to maintain network security that, at a minimum conforms to one of the following:

  - i. Current standards set forth and maintained by the National Institute of Standards and Technology, as found at <https://nvd.nist.gov>; or
  - ii. Any generally recognized, comparable standard that Contractor then applies to its own network (e.g. ISO 27002) and which has been approved in writing by CSU.
- 8. Security Code Access.** Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identifying numbers and similar security codes, identifiers, passwords or authenticators issued to Contractor's employees, agents, contractors or subcontractors working with CSU accounts. Contractor agrees to report a lost or stolen device or information of these employees within 24 hours of such device or information being lost or stolen.

9. **Assistance with eDiscovery.** Contractor will make itself and any Representatives, Affiliates, Subcontractors, and/or agents assisting in the performance of its obligations under the Agreement, available to CSU at no cost to CSU. This shall include, without limitation, any data preservation or eDiscovery required by CSU or testimony, or otherwise, in the event of litigation or administrative proceeding.
10. **Supplemental Provisions.** The following subsections are incorporated in the Contract only if the box preceding that subsection is checked:
- a. **HIPAA.** Contractor provides Goods or Services which involves patient health information under HIPAA. Contractor shall use and disclose Protected Health Information in compliance with the security standards for the protection of electronic protected health information provided in 45 C.F.R. Parts 160 and 164.
  - b. **Records Retention.** Contractor provides a product or Service which involves storage of CSU records. Contractor shall maintain all records pertaining to the Contracted Work for the periods of time required by the CSU Retention schedule (at <https://www.calstate.edu/recordsretention>), including following termination of this Contract, subject to applicable law or regulation. Contractor further agrees to provide to CSU, at its request, a full copy of all such records for CSU to maintain at a U.S. location designated by CSU. Destruction or deletion of data shall be in accordance with the most current version of ISO 27001. Contractor shall provide evidence or certification that this section has been complied with.
  - c. **PCI Compliance Standards.** Contractor provides a service that involve storage, processing or transmission of payment card data. Contractor represents and warrants that it shall implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security and that it shall undergo independent third-party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI DSS standards and/or other material payment card industry standards, it will promptly notify CSU of such circumstances.

Contractor agrees to promptly provide current evidence of compliance with PCI-DSS standards at CSU’s request and on an annual basis thereafter. The form and substance of such evidence must be reasonably satisfactory to and must be certified by an authority recognized by the payment card industry for that purpose. Contractor shall maintain and protect in accordance with all applicable laws and PCI regulations the security of all cardholder data when performing the contracted Services on behalf of CSU. Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed for CSU. Contractor shall indemnify and hold CSU harmless from loss or damages resulting from Contractor’s failure to maintain PCI compliance standard in accordance with this section. Contractor

shall not be held responsible for any such loss of data if it is shown that the loss occurred as a result of the sole negligence of CSU.

- d. **ACH Transaction Compliance.** Contractor provides Goods or Services which involves ACH payments. Contractor agrees to assist CSU in documenting compliance with NACHA rules and regulations and with compliance of security standards for the protection of ACH transactions.



## SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form with their bid/proposal.

**If your firm is not claiming the small business preference, do not submit this form with your bid/proposal.**

Project No. \_\_\_\_\_

Project Name \_\_\_\_\_

The undersigned hereby requests the small business preference 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:** The California Government Code, section 14835 *et seq.* 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 California Code of Regulations, Title 2 section 1896, *et seq.* A copy of the regulations is available upon request. The small business preference is applied by either 1) factoring 5% if a non-small business low bid total, and subcontracting this amount from the small business total, not to exceed \$50,000, or 2) where award is to be made to the highest scoring bidder based on evaluation factors in addition to price, the preference shall be 5% of the highest responsible bidder's total score.

**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. **Please indicate by checking the box below whether your firm is claiming the preference and is a Small Business.**

Small Business

OR

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

Non-Small Business

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](mailto:osdchelp@dgs.ca.gov)) or on the Internet: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus).

### IMPORTANT NOTICE *(Read before signing)*

The "Small Business Preference and Certification Request" **must be signed** in the same name style in which the bidder is licensed by the Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s): \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date \_\_\_\_\_

In the event the bidder has received assistance in obtaining bonding for this project, it shall set forth below the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: \_\_\_\_\_

Is Firm a Listed Subcontractor?  If Yes, indicate Percentage \_\_\_\_\_ or,  No, if not a Listed Subcontractor

*Special attention is directed to California Code of Regulations, Title 2 section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.*

**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 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.

**III. SATISFACTION OF THE DVBE PARTICIPATION GOAL REQUIREMENT**

In order to satisfy and be responsive to this requirement, the bidder must meet the DVBE Participation Goal as follows:

**A. 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.

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 California State Department of General Services (DGS) Procurement Division in Sacramento. For more information contact DGS. Also see their internet site: <https://www.dgs.ca.gov/PD-OSDS>.

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

IV. **DVBE PARTICIPATION GOAL DOCUMENTATION REQUIREMENTS**

A. **General**

The bidder must clearly document how it intends to meet the DVBE participation goal requirement by completing the required forms and (if appropriate) disclosing any relevant information about their planned use of DVBE’s.

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)**

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. 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.

**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 considered a material breach of the contract and cause for contract termination and recovery of damages under the rights and remedies due the Trustees under the default section of the contract.

**VI. REPORTING OF DVBE UTILIZATION**

If awarded the contract the successful bidder shall report to the campus, on a periodic basis established in the contract, the dollar amount of DVBE participation.

**VII. 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](mailto:osdchelp@dgs.ca) Or, via the Internet at <https://www.dgs.ca.gov/PD-OSDS>.

**VIII. 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.

**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 of Any Additional Supporting Documentation

**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

**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