



SAN DIEGO STATE
UNIVERSITY
REQUEST FOR PROPOSAL

for
~ CAMPUS ID CARD BANKING SERVICES ~

PROPOSAL DATA

Proposal Number: RFP #6662, July 8, 2011
Description: ID Card Banking Services
Contacts: Jeff Fratt, C.P.M., Buyer III
619-594-3965 FAX 619-594-5919 E-mail: jfratt@mail.sdsu.edu
Paul Carlisle, SDSU Card Office – Division of Business and Financial Affairs
619-594-6567 FAX 619-594-6571 E-mail: pcarlisl@mail.sdsu.edu

PROPOSAL REQUIREMENTS

Pre-Proposal Conference: None

DEADLINE FOR QUESTIONS: Friday, July 22, 2011 at 3:00 p.m. (Please submit all questions in writing via www.bidsync.com Bid # 6662)

PROPOSAL DUE DATE

Date: Thursday, July 28, 2011, 3:00 pm PDT
Location: Contract & Procurement Management Office, Administration Bldg Rm 116
5500 Campanile Drive, San Diego, CA 92182-1616
(Visit the following web site <http://www.sdsu.edu/map/>)

PROPOSAL CONTENTS * <http://www.bidsync.com/>

*(Proposers must register with BidSync. Notifications will be transmitted from this source and forms must be downloaded from this website.)

Exhibit A: Request for Proposal "RFP"	Exhibit D: Small Business Preference Certification
Exhibit B: Solicitation Provisions/Proposer Certifications	Exhibit E: Sample Agreement and General Provisions
Exhibit B-1: Supplemental Solicitation Provisions	Exhibit F: Sample SDSU Confidential Disclosure Agreement
Exhibit C: Proposal Certification Form	Exhibit X: Summary of Disabled Veteran-Owned Business Participation

Appendix A: CSU Guide to VPAT (Accessibility Requirements Section 508)

Appendix B: Security Data Requirements

Appendix C: Campus Branch

Proposals must be received by the Contract & Procurement Management Office no later than the date, time and location indicated above for RFP Due Date. SDSU assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United State Postal Service, by University Mail Services, or by any other means. Submittal of responses by fax or other electronic means is not acceptable.

NOTE: This RFP does not constitute an order for the goods or services specified.



**SAN DIEGO STATE
UNIVERSITY**

**RFP #6662
~ CAMPUS ID CARD BANKING SERVICES ~**

TABLE OF CONTENTS

		Page	
EXHIBIT A	REQUEST FOR PROPOSALS		
• SECTION I.	INTRODUCTION.....	3	
• SECTION II.	SCHEDULE OF EVENTS.....	4	
• SECTION III.	FEATURES AND TECHNICAL REQUIREMENTS.....	5 - 8	
• SECTION IV.	PROPOSAL FORMAT/SUBMITTALS	9 - 10	
• SECTION V.	RESPONSE REQUIREMENTS.....	11	
• SECTION VI.	EVALUATION AND AWARD CRITERIA	12 - 13	
	❖ Exhibit A, Attachment No. 1, Proposer’s Qualifications		
	❖ Exhibit A, Attachment No. 2, References		
	❖ Exhibit A, Attachment No. 3, Expertise of Personnel		
	❖ Exhibit A, Attachment No. 4, Specifications of Equipment with Descriptive Literature		
	❖ Exhibit A, Attachment No.5, On Campus Branch O		
	❖ Exhibit A, Attachment No. 6, Lost or Stolen Card Services		
	❖ Exhibit A, Attachment No. 7, Financial Wellness Program		
	❖ Exhibit A, Attachment No. 8, Marketing Strategies Plan		
	❖ A, Attachment No.9 SDSUcard Debit Card		Exhibit
	❖ Exhibit A, Attachment No. 10, Donations/Subsequent Agreements		
	❖ Exhibit A, Attachment No. 11, Proposed Amenities / Commission/Revenue Sharing		
	❖ Exhibit A, Attachment No. 12, Schedule of Annual Royalty Determination and Payment		
EXHIBIT B	SOLICITATION PROVISIONS/PROPOSER CERTIFICATIONS	1 - 9	
EXHIBIT B-1	SUPPLEMENTAL SOLICITATION PROVISIONS.....	1 - 3	
EXHIBIT C	PROPOSAL CERTIFICATION FORM.....	1	
EXHIBIT D	SMALL BUSINESS PREFERENCE CERTIFICATION.....	1	
EXHIBIT E	SAMPLE AGREEMENT & GENERAL PROVISIONS.....	1 - 7	
EXHIBIT F	SAMPLE SDSU CONFIDENTIAL DISCLOSURE AGREEMENT.....	1	
EXHIBIT X	SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION.....	1	
APPENDIX A	CSU Guide to VPAT (Accessibility Requirements Section 508).....	1 - 15	
APPENDIX B	SECURITY DATA REQUIREMENTS.....	1 - 9	
APPENDIX C	CAMPUS BRANCH.....	1 - 2	

SECTION I: INTRODUCTION

INTENT: San Diego State University (SDSU) is seeking qualified contractor(s) to provide enhanced banking services to University faculty, staff, and students through our campus identification card (ID) program. The banking services card is provided through our SDSUcard department and the current financial services partner. In addition to the banking services, the contractor will assist SDSU with various ID card processes. Banking Institutions must be chartered under existing Federal or State of California laws to provide banking services for SDSU students, staff, faculty and associated auxiliary employees (campus community).

From the "short list" of qualified consultants developed as a result this RFP, the final intent of this process is to evaluate and determine **one or more** Contractors who will provide the required services.

The anticipated term of the contract may be October 19, 2011 through June 30, 2016. The University may have the option to renew the agreement under existing terms and conditions for three (3) consecutive twelve-month periods by mutual agreement of both parties.

BACKGROUND: San Diego State University is the oldest and largest higher education institution in the San Diego region. Since it was founded in 1897, the university has grown to offer bachelor's degrees in 81 areas, master's degrees in 73 areas and doctorates in 18 areas. SDSU's more than 34,000 students participate in an academic curriculum distinguished by direct contact with faculty and an increasing international emphasis that prepares them for a global future. SDSU also has several auxiliary organizations including: Aztec Shops, Ltd. (dining, real estate, bookstore, etc.), Associated Students, The Campanile Foundation and KBPS.

BIDSYNC: The University utilizes BidSync (www.bidsync.com) to distribute information related to this RFP. This system sends notifications to prospective proposers however, the University recommends that proposers periodically check the BidSync website for modifications to RFP documents. The University is not responsible for a prospective proposer's misunderstanding of the RFP solicitation or nonresponsive proposal due to failure to check the website for updates or addenda to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the proposer's sole risk.

SECTION II: SCHEDULE OF EVENTS

Release of Request for Proposal	July 8, 2011
Deadline for Receipt of Written Questions (3:00 p.m.)	July 22, 2011
Deadline for Receipt of Proposal Packages (3:00 p.m.) <i>(Original plus three copies-Binding Instructions on page 11)</i>	July 28, 2011
Notice of Short List (Finalists)	August 3, 2011
Finalists Presentation/Interview (If Required) (The University may elect to have up to 3 finalists participate in a presentation/interview session. Please mark your calendar with these dates for potential presentation/interview)	August 8 - 10, 2011
Notice of Intent to Award	August 15, 2011
Contract Awarded	August 22, 2011

NOTE: Schedule of Events dates may be adjusted upon advanced written notice.

SECTION III: SCOPE OF WORK / TECHNICAL REQUIREMENTS

1. PROPOSER REQUIREMENTS:

Within this section, the University has listed required specifications and functions for Banking Services. Proposers shall respond by indicating how their product can provide or accommodate the functionality described as well as additional functionality not listed (see Section IV, Proposal Format / Submittals).

Services shall include, but not be limited to:

2. BANKING SERVICES:

- a) Checking accounts for students/employees, including deposits and withdrawals. Charges for services, unless offered at no charge, should be detailed.
- b) Free debit card EFT-POS (electronic funds transfer at point-of-sale) transactions through a nationwide network (maximum may be set for number of free transactions per month).
- c) No minimum balance required in student/employee checking accounts.
- d) Free bank by Internet and toll-free number capability.
- e) Acceptance of direct deposit of student/employee payroll checks and/or California State Registered Warrants (IOU). This includes, but is not limited to, Direct Deposit of financial assistance, overpayments, or student and employee payroll. Contractor must demonstrate a full range of services to support "bank of record" for Student Financial Services. Should both parties elect to utilize these services a separate University agreement would be negotiated.
- f) On-line debiting of student/employee checking accounts via the SDSUcard for POS payment requiring a PIN (Personal Identification Number).
- g) Ability for students or employees with Proposer's checking accounts to utilize the Web to transfer funds from their Proposer checking accounts into University Funds, the on-campus debit account. This service will be available twenty-four (24) hours per day, seven (7) days per week. Such funds would be immediately available for use.
- h) Ability to establish accounts during on-campus events, such as Freshman Summer Orientation and Registration, and Fall Orientation.
- i) Contractor shall assume financial liability normally associated with checking account, ATM, debit card and POS transactions, lost and stolen cards.
- j) Contractor shall handle lost/stolen cards on an immediate basis, 24 hours a day, 7 days a week. A toll free number shall be provided at no cost to the University. Service Operator and immediate notification of SDSUcard is preferred.

3. AUTOMATED TELLER MACHINE (ATM) SERVICES AND ON-CAMPUS LOCATION:

- a) ATM (Automated Teller Machine) transactions must be available through a nationwide network. Charges for services, unless offered at no charge, should be detailed.
- b) ATM locations on campus are approved by SDSU. Installation of equipment shall be the responsibility of the Contractor. Specifications for installation and any services required from the University must be stated.
- c) Equipment shall be current production models and appropriate to the required services. All equipment must be handicap accessible, meeting all ADA requirements and be qualified to maintain a ninety percent or better service time.
- d) Installation of equipment shall be the responsibility of the Contractor. Specifications for installation and any services required from the University must be stated. The University will prepare the selected location for installations of the machines at the successful bidder's expense. Final connections and installations are to be made by the Contractor. Once the ATM locations are approved by the University, Contractor must sign a separate lease agreement with Aztec Shops or other University auxiliary organization, for the ATM space rental.
- e) Contractor shall maintain and service the installed machines/equipment. The service personnel will observe all regulations in effect at the University.
- f) Contractor shall be responsible for damage or loss to equipment or contents due to vandalism, robbery, or any other actions or cause. The University will cooperate to the extent it deems feasible in guarding against such occurrences.

- g) Contractor must have a local bank branch in San Diego County within the Zip Code 92115 and maintain one on-campus full service branch.
- h) Contractor shall assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future.
- i) Contractor shall provide funding for initial and annual marketing materials (subject the University's review and approval) including customized brochures - approximately 15,000 brochures annually.
- j) Contractor shall pay for all "preprinted" card stock used in initial and subsequent re-carding projects, on-going carding of students and employees, and for the purpose of enhancing functionality of the SDSUcard during the term of the contract. Contractor shall be responsible for all card stock costs associated with enhancing functionality of SDSUcard to include banking network contact information, icons, or "bugs" referring to the contractor.
- k) Provide a list of their proposed University Amenities/Commission/Revenue Sharing (i.e., annual contributions, lump-sum contributions, in-kind gifts of contribution, transaction revenue sharing, etc.). (Attachment No. 11)
- l) Contractor shall submit a binding time-line schedule detailing the stages and dates anticipated to implement any University requested service requirements not immediately available upon contract award.

4. PERSONNEL AND SERVICE REQUIREMENTS:

- a) The Contractor shall be responsible for ensuring that all equipment provided is serviced regularly.
- b) There shall be one assigned customer service employee who will be the primary point of contact for the University.
- c) The Contractor must have trained competent repair personnel available within twenty-four (24) hours to make repairs on the equipment as needed. The Contractor must give the name(s) and telephone number(s) of the personnel and where they can be reached. (Complete Attachment No. 3 – Expertise of Personnel)
- d) The Contractor and all employees shall be recognizable by proper identification.

5. COMPLIANCE:

The contractor must be licensed with the State of California Department of Financial Institutions (DFI), or exempted from licensing by Financial Code via national banking designation provision as follows:

33101. Any national banking association, federal savings and loan association, or federal or state-licensed credit union is exempted from all the provisions of this division, except the following provisions:

(a) The provisions of Section 34114.

(b) The provisions of Section 34115.

(c) The provisions of Section 34101; provided, however, that the provisions of Section 34101 shall apply only in the case of a failure to honor any liability imposed under the provisions of Sections 34114 and 34115; provided, further, that the provisions of Section 34101 relating to the appointment of a receiver or conservator shall not apply in any case.

These licenses and designations shall be obtained/provided at no charge to the University.

6. GENERAL INFORMATION:

The University (SDSUcard) currently utilizes CBORD Campus Systems, CS Gold, and Datacard Systems in support of the campus ID card system for approximately 33,000 students, and 4,000 full time faculty and staff.

The University currently provides students, faculty and staff with an SDSUcard/one card program, i.e., the SDSUcard Program which delivers comprehensive services including identification, entitlement control, financial services, controlled access, vending and security. It also functions as a campus only debit card (SDSU funds). The University anticipates that these services will continue.

The track-two SDSUcard magnetic stripe is compatible with industry standard ABA (American Bankers Association) networks and as such, may be used as a proprietary debit card upon specific Point of Sale networks e.g. "Ugryd Merchant Network", as well as ABA based ATM, checking and PIN-based debit.

The University currently has ownership of ISO (International Organization for Standardization) ABA prefix. The University will retain ownership of ISO ABA prefix before, during and after the term of this contract. Existing SDSUcard magnetic stripe ISO format must remain the same.

SDSUcard is used for a number of identification verification and entitlement purposes, including but not limited to:

- Athletics
- Special events
- Classroom attendance tracking
- Special purchase programs (e.g. discounted bus passes, tickets, etc.)
- Library circulation
- Career Services
- SDSU Aztec Shops on-campus Meal Plan
- Selected University Access Platform
- Computing Helpdesk verification
- Public Safety/ Key Issue, Parking
- Public Safety photo identification
- University Cashiers transaction access
- Aztec Recreation Center

SDSUcard-Debit Card Services, including but not limited to:

- Library copier/microfiche payment (40 locations)
- Computer lab laser printing
- Housing laundry application
- Aztec Shops machine vending (30 locations)
- CSVT cash deposit/account Inquiry (7 locations)

EASE OF CONVERSION:

A "banking services" agreement currently exists and SDSU financially supported the development of an existing customer base which will return a royalty of approximately \$75,000 this year. Contractors should consider a first annual royalty equal or surpassing this figure to maximize "ease of conversion" consideration during the award process.

- a) The University shall have no liability for fraudulent use or overdrafts due to ATM transactions check writing, debit card or POS transactions, lost or stolen cards.
- b) The University will continue to control all aspects of the design, development and issuance of its SDSUcard.
- c) The University will allow the proposer's logo to be imprinted on the back of the SDSUcard. When the agreement is terminated, existing co-logoed cards may be utilized or replaced at the discretion of the University.
- d) Based upon ongoing assessments of the current ID card operations, the University reserves the right to make changes to the program, including off-campus the University Funds applications at any time.
- e) Successful proposer must facilitate funds transfer from patron's bank account to SDSUcard debit funds via ATM or other method acceptable to the University.
- f) Product must be flexible to feature expansion via programmatic interfaces and/ or custom developed modules.

ENTITLEMENT:

On campus, the card "pik" (Red ID Number) is based upon a directory to verify individual eligibility for the various functions of the card. As eligibility changes the directory is updated and card related entitlements change accordingly. For students who have chosen the banking opportunities of SDSUcard, it is intended to continue as their ATM, debit card after they leave the University. Therefore, the SDSUcard is not collected when a student

member is no longer associated with the University. This process will remain unchanged.

7. ACCESSIBLE TECHNOLOGY REQUIREMENT/PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS: See Exhibit B-1

SECTION IV: PROPOSAL FORMAT/SUBMITTALS

All proposers must submit the following with their proposals to be considered responsive. Proposers shall elaborate on each question as asked below and respond using the same Proposal Format, associating your answers to the referenced categories and questions.

1. COMPANY PROFILE / QUALIFICATION / REFERENCES

▶ PROPOSERS ARE REQUIRED TO HAVE BEEN IN BUSINESS, PROVIDING BANKING SERVICES FOR AT LEAST FIVE (5) YEARS.

- a) Complete Attachment No. 1 – Proposers Qualifications Statement. Include a copy of your most recent Statement of Condition. Provide a list with explanation of defaulted, completed and current contracts similar to the SDSUcard. Provide the percent of work done by staff, number of employees, and number of years in business.
- b) Complete Attachment No. 2 – References Statement (provide a list of references of higher education institutions which demonstrate experience in providing programs similar in nature required by this RFP. Include company/institution name and address, and name, title, and telephone number of person to contact.
- c) Complete Attachment No. 3 – Expertise of Personnel Statement

2. FEATURES / TECHNICAL REQUIREMENTS

(for attachments additional sheets may be used if necessary)

- a. Provide specific details to the technical requirements, systems functionality, and implementation plan your firm can provide in accordance with Exhibit A, Section III, pages 5 – 8.
- b. Complete Attachment No. 4, Specifications of Equipment with Descriptive Literature.
- c. Complete Attachment No. 5, On campus branch.
- d. Complete Attachment No. 6, Lost or Stolen Card Services (Proposer must be able to handle lost/stolen cards on an immediate basis, 24 hours a day, 7 days a week. A toll free number shall be provided at no cost to the University. Service Operator and immediate notification of SDSUcard is preferred. Detail your procedures in this attachment)
- e. Complete Attachment No. 7, Financial Wellness Program (Proposer shall assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future. Describe this role in this attachment.)
- f. Complete Attachment No. 8, Marketing Strategies Plan. (Proposer shall provide funding for initial and annual marketing materials, subject to review and approval by the University, including but not limited to customized brochures (approximately 15,000 brochures annually) Provide a marketing strategies plan in this attachment.
- g. Complete Attachment No. 9, SDSUcard Debit Card
- h. Provide a Voluntary Product Evaluation Template (VPAT) for this product to document that it adheres to the accessible technology initiative (508) compliance requirement. (Exhibit B-1, Page 1) (Package is itemized as Appendix C)

See link http://www.calstate.edu/accessibility/EIT_Procurement/APPENDIX.C.VPAT_GUIDE.doc

3. AMENITIES / COMMISSION / REVENUE SHARING / ROYALTIES

Provide specific details for amenities, commission, revenue sharing and royalties in accordance with Exhibit A, Section III.

- a. Complete Attachment No. 10, Donations/Subsequent Agreements

- b. Complete Attachment No. 11, Proposed Amenities / Commission/Revenue Sharing
 - c. Complete Attachment No. 12, Schedule of Annual Royalty Determination and Payment
4. IMPLEMENTATION PLAN
Provide a complete timeline for project and estimate time-line for deliverables.
 5. VALUE ADDED OPTIONS
Describe any services, not included in this Request for Proposal that your firm can provide to San Diego State University that may be of benefit to the University.
 6. SMALL BUSINESS PREFERENCE. Proof of certified Small Business must be submitted at the time the proposals are due (Exhibit B, Page 3, section 9) including the request for small business preference form Exhibit D.
 7. CERTIFICATION FORM. All proposers must complete and return the certification form, Exhibit C with the proposal response.

SECTION V: RESPONSE REQUIREMENTS

RECEIPT OF PROPOSAL PACKAGES:

Packages (**1 original and 3 copies**) shall be received at the Contract and Procurement Management Office, Administration Building Room 116, until **Thursday, July 28, 2011 at 3:00 P.M.**

Binding method - The University prefers that the Contractor bind their proposals in a 3-ring binder.

Packages shall be submitted in a sealed envelope(s) marked with:

- The Name of Proposer
- Buyer~ Jeff Fratt, Buyer III
- RFP #6662 - Proposal Due Date – 7/28/11 @ 3:00 p.m.

Proposals submitted by mail should be submitted sufficiently in advance to ensure delivery to Contract and Procurement Management Office prior to the specified time. San Diego State University assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or after it is delivered to a central location on campus. If submission time is a factor, SDSU encourages hand delivery or Federal Express delivery of your proposal **directly to Contract and Procurement Management Office, Administration Bldg., Room 116**. All proposals received after scheduled closing time for receipt of proposals will not be considered.

Parking Information for Hand Delivery: Obtain an all day Business parking permit for \$5.00 from the Information Booth (<http://police.sdsu.edu/parkinginfo.htm#Q6>) (Hours 7:30am – 2:30pm) located on the corner of College Avenue and Canyon Crest Drive, or check out the Trolley Green line which stops in the center of campus (<http://police.sdsu.edu/parkinginfo.htm#Q13>) On Line Campus Map at <http://www.sdsu.edu/map/>.

1. To facilitate the evaluation process, Proposers are encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - Criteria 1 ~ Company Profile / References
 - Criteria 2 ~ Technical Requirements/ System Functionality/ Method of Performance /Voluntary Product Evaluation Template (VPAT) Appendix C
 - Criteria 3 ~ Amenities / Commission / Revenue Sharing / Royalties
 - Criteria 4 ~ Implementation Plan
 - Criteria 5 ~ Value Added Options
 - Criteria 6 ~ Small Business Preference ~ Exhibit D
2. **ADDITIONAL INFORMATION/QUESTIONS.** Requests for additional information or clarification may be submitted to www.BidSync.com bid # 6662 no later than, Friday, July 22, 2011 at 3:00 p.m.
3. Proposers shall not contact other employees of SDSU concerning this request during the proposal process.
4. **NEGOTIATIONS AND BEST AND FINAL OFFER.** Upon review and scoring by the evaluation committee, San Diego State University has the right to accept the best proposal as submitted, without discussion or negotiation. However, SDSU also reserves the right to request additional information and discuss Contractor's proposal with the evaluation committee to facilitate arrival at a contract most advantageous to SDSU. If the evaluation committee determines that further discussion is in the best interest of SDSU, the Contract and Procurement Management Office may invite qualified Proposers to attend a final meeting during the period August 8 - 10, 2011 and/or provide an oral presentation. Decision by SDSU is final.

SECTION VI: EVALUATION AND AWARD CRITERIA

EVALUATION San Diego State University shall select the proposer that is the best qualified to fulfill the specifications of this Request for Proposal. Proposals meeting the format requirements will be submitted to an evaluation committee comprised of University personnel. Responses will be reviewed, evaluated and scored. The committee will assess client satisfaction through interviews with current users. At the conclusion of this review and tally of scores, the two or three highest scoring proposers deemed by the University as having provided the most effective approach to this request may advance to the presentation finals. Final award shall be based on proposal submitted and possible presentation.

The University reserves the right, at its sole discretion, to reject any and all proposals. Award shall be made from the "short list" of qualified proposers and in the best interest of the State. Further, the University reserves the right to award without any final meetings or presentations and to waive any minor irregularities it feels are immaterial to this award. The decision of the University is final.

AWARD CRITERIA. Each of the following criteria will be scored in accordance with the points referenced below for a total of 275 points. (Additional points are possible if Certified Small Business)

Criteria 1 – General Information ~Qualifications/Experience/References

Evaluation Item	Points Available
Provide a brief summary of the organizations overall qualifications to provide the services requested in this RFP. (Complete Attachments 1 through 3 additional sheets may be attached if necessary) a. Complete Attachment No. 1 – Proposers Qualifications b. Complete Attachment No. 2 – References c. Complete Attachment No. 3 – Expertise of Personnel	25

Criteria 2 – Technical Requirements/System Functionality/ Method of Performance

Evaluation Item	Points Available
Provide an executive summary, which describes the services you will provide and how it will address the needs, objectives and requirements outlined in Exhibit A, Section III.	25
Complete the following Attachments No. 4 through 8 (Additional Sheets may be attached if necessary) in Exhibit A, Section III. a. Complete Attachment No. 4 – Specifications of Equipment with descriptive literature. b. Complete Attachment No. 5 – On Campus Branch c. Complete Attachment No. 6 – Lost or Stolen Card Services d. Complete Attachment No. 7 – Financial Wellness Program e. Complete Attachment No. 8 – Marketing Strategies Plan e. Complete Attachment No. 9 – SDSUcard Debit Card.	25
Complies with Section 508 (Accessibility Requirements- Exhibit B, Page 1 (A Voluntary Product Evaluation Template (VPAT) is attached Appendix C) . Failure to complete and return the VPAT with your proposal shall deem your submittal non-responsive.	25

Criteria 3 – Amenities / Commission / Revenue Sharing/ Royalties

Evaluation Item	Points Available
Complete the following Attachments No.10 through 12. (Additional Sheets may be attached if necessary) in Exhibit A, Section III. a. Complete Attachment No. 10 – Donations/Subsequent Agreements b. Complete Attachment No. 11 – Proposed Amenities/Commission/Revenue Sharing c. Complete Attachment No. 12 – Schedule of Annual Royalty Determination	100

Criteria 4 – Implementation Plan

Evaluation Item	Points Available
Provide a complete timeline for project and estimate time-line for deliverables	50

Criteria 5 – Value Added Options

Evaluation Item	Points Available
Additional Benefits, resources and/or services and their demonstrated benefits to the University	25

SUB-TOTAL OF WRITTEN RESPONSE NON-COST POINTS 275

Criteria 6– Small Business Preference

Evaluation Item	Points Available
A 5% incentive (of non-cost points) will be applied to qualified proposals	14

TOTAL OF POSSIBLE POINTS 289

Semifinalist – Interview

Upon review and scoring by the evaluation committee, SDSU has the right to accept the best proposal as submitted without further review. The University may, however, interview and the following additional points would be available to the finalists.

Evaluation Item	Possible Points
At the conclusion of this review and tally of scores, the two or three highest scoring proposers deemed by the University as having provided the most effective approach to this request may advance to the presentation finals.	100

TOTAL OF MAXIMUM POSSIBLE POINTS 389

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

I. **SOLICITATION PROVISIONS**

1. Definitions:

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

2. Preparation of Bids and Proposals:

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

If applicable, it is the bidder’s responsibility to examine the proposed installation site to fully understand the work and any difficulties which may arise in performing the work. No variation from the contract terms shall be made because of bidder’s lack of examination or knowledge.

- (b) All bids submitted, including electronic bids, must indicate unit prices for each separate line item quoted in addition to showing the totals. In case of discrepancy between the unit price and the extension set forth for the item, the unit price shall prevail; however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, the amount set forth in the "Extension" column shall be divided by the quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the totals shown on the bid form and the actual sum of the item totals, the actual sum of all item totals shall prevail.
- (c) Brand names: Any reference to brand names and numbers in the bid solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the indicated standards of quality will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands.

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

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

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

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

3. Submission of Bids:

- (a) Whenever the CSU so designates, bids must be signed and sealed, with the bid number, bidder's name and address, and closing date, on the outside of the envelope.
- (b) Bids or partial bids, and modifications or corrections thereof received after the closing time specified may not be considered.
- (c) The bidder is solely responsible for ensuring that the bid is delivered to the CSU prior to the date and time specified and in accordance with the solicitation requirements. The CSU shall not be responsible for any delays in mail delivery, including delay occasioned by the internal CSU mailing system, or transmission errors or delivery errors.

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

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

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

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

7. Removal of Names from Bidders' List: The CSU may remove the name of any vendor or contractor from its lists of potential bidders whenever the CSU has received no recent responses to its bid solicitations from that vendor or contractor.
8. Award of Contracts:
 - (a) Contracts will be made or entered into with (1) the lowest responsible bidder meeting specifications, (2) the bidder with the highest score attained at the end of a competitive evaluation process, or (3) as otherwise specified in the bid solicitation. The CSU reserves the right to determine the results of the prescribed evaluation process and the awardee.
 - (b) Where more than one item is specified in the bid solicitation, the CSU reserves the right to determine the low bidder either on the basis of individual items or on the basis of all items included in the bid solicitation.
 - (c) Unless the bidder specifies otherwise in the submitted bid, the CSU may accept any portion or group of items or services offered in the bid, or accept none of them at all.
 - (d) The CSU reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 - (e) A CSU purchase order mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid solicitation results in a binding agreement without further action by either party. The binding agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
9. Bid Evaluation Preferences: In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area Act (LAMBRA), the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.
10. Disabled Veteran Business Enterprise Participation Requirement and Incentive:

Senate Bill 115* mandates a new incentive program to help State agencies meet their annual DVBE participate goals. The Department of General Services' policy implements this program by rewarding prime bidders for increased DVBE participation; the more DVBE participation, the greater the incentive.

California state law requires that its state agencies achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract. **[Note: the "Good Faith Effort (GFE)" is NOT an option to satisfy this requirement.]**

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

- (a) A “Disabled veteran business enterprise contractor, subcontractor, or supplier,” means any person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a “commercially useful function,” in providing services or goods that contribute to the fulfillment of the contract requirements.
- (b) In order to satisfy and be responsive to this requirement, the Bidder must meet the three (3) percent DVBE Participation Goal which is attained when:
 - (i) 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
 - (ii) The Bidder is a DVBE and is 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.
 - (iii) Bidder has an approved CA State DVBE Utilization Plan on file with the CA State Department of General Services, Procurement Division.
- (c) Documentation Requirements. The Bidder must document its satisfaction of the DVBE participation goal requirement on the forms in the Appendices. Final determination of DVBE Participation Goal Attainment by the Bidder shall be at the Trustees’ sole discretion.

The forms that must be completed and returned with the bid, are attached to this RFP as Exhibit X.

- (d) Use of Proposed DVBE. If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors 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. See Article 4.04, Substitution of Subcontractors.
- (e) Trustees’ Reporting of DVBE Participation. Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.
- (f) Additional DVBE Information Sources. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division
Small Business & DVBE Services Branch
P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)
707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)
Telephone number: (800) 559-5529 or (916) 375-4940
Fax number: (916) 375-4950
Email: osdchelp@dgs.ca.gov Internet www.pd.dgs.ca.gov/smbus.

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

- (g) Incentives: In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The combination of preferences (Small Business Preference, for example) with a DVBE incentive may not exceed ten percent 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.

Application of incentive:

- A. The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive specified in the solicitation. Solicitations may provide an incentive scale under which bidders obtaining higher levels of participation qualify for greater incentives.
- B. For award based on low price, the incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive and responsible bid price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business. (See Exhibit X, Section VIII, DVBE Incentive Program.) Bidders who meet or exceed a 3% participation will receive an Incentive.
- C. For award based on high score, the incentive points are included in the sum of non-cost points. The incentive points cannot be used to achieve any applicable minimum point requirements.

DVBE Incentive Levels:

The Trustees are granting a DVBE participation bid incentive for this project for bid evaluation purposes only. Bidder must exceed the three percent DVBE participation requirement in order to earn this incentive.

The bid incentives are as follows:

DVBE Participation	Incentive
Up to 3%	0%
Greater than 3% to less than 10%	3%
10% or greater	5%

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

For more information on DVBE participation for this solicitation, please contact:

San Diego State University
Small Business/DVBE Coordinator
Contract and Procurement Management
5500 Campanile Dr. MC-1616
San Diego, CA 92182-1616
619-594-5243

11. **Financing of Acquisition:** Bidder shall include within the contents of its bid or proposal the best financing alternatives it has to offer the CSU whenever the solicitation document expresses the CSU's desire to consider financing (including third-party possibilities) as an option.
12. **Patent, Copyright, and Trade Secret Indemnity:** A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
13. **Protests:**
 - (a) Prior to Bid Opening - Potential bidders are afforded the opportunity to take exception to or "protest" the specifications and/or requirements of the bid solicitation. Such protests must be conveyed in writing to the CSU and also be resolved in writing by the CSU each within the timeframes specified, prior to the scheduled bid submittal deadline. However, any protests of specifications or requirements received after the deadline identified in the bid solicitation shall be considered untimely and shall be rejected. The CSU's decision on a protest is final.
 - (b) Prior to Contract award - If, prior to award of a contract, a protest is received in writing within the timeframe specified within the bid solicitation and filed on the grounds that the intended award is not in conformance with the specifications or requirements of the bid solicitation, the contract shall not be awarded until the protest has been withdrawn or a decision has been reached by the CSU. The CSU shall review the merits and timeliness of the protest and submit a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The CSU's decision on a protest is final.
14. **Accommodations for the Disabled:** It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.
15. **Confidentiality:** Final bids are public upon bid opening; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award (Request for Proposal) or award of contract (Invitation for Bid), as applicable.

SOLICITATION PROVISIONS PROPOSER CERTIFICATIONS

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

Any information considered to be proprietary by the bidder shall be marked "Confidential". To the extent the Manager of the Contract and Procurement Management Office concurs, this information will not be considered public information. The Manager of the Contract and Procurement Management Office is the final authority as to the extent of material which is considered confidential. Except as required by law or other CSU policies, the CSU shall not disclose confidential information. Pricing information cannot be considered confidential.

II. BIDDER CERTIFICATIONS

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

1. Americans With Disabilities Act (ADA): Contractor assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
2. Unfair Practices Act: Contractor warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
3. Violation of Air or Water Pollution Laws: Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Contractor warrants that the Contractor has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.
4. Compliance with NRLB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
5. Assignment of Antitrust Actions: The bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the bidder:

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

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

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

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

6. Noncollusion Affidavit: By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.
7. Safeguards for confidential information: By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314 et seq.
8. Covenant Against Gratuities: The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU

**SOLICITATION PROVISIONS
PROPOSER CERTIFICATIONS**

provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

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

Current CSU Employees (PCC Section 10831):

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

Former CSU Employees (PCC Section 10832):

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

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

SUPPLEMENTAL SOLICITATION PROVISIONS

ACCEPTANCE OF PROPOSAL This RFP creates no obligation on the part of SDSU to award a contract or to compensate proposers for proposal preparation expenses. SDSU reserves the right to accept or reject any and all proposals, in whole or in part and to waive or permit cure of minor irregularities.

ACCESSIBILITY REQUIREMENTS (SECTION 508) The Contractor warrants that it complies with California and federal disabilities laws and regulations. Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless the CSU from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

California Government Code 11135 requires the CSU to comply with Section 508 of the *Rehabilitation Act of 1973, as amended*, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses and maintains. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101

The CSU procurement and contract process for EIT acquisition is amended to include *the Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194*. Contractors who wish to do business with the CSU must provide information about their product's conformance to applicable accessibility standards via the Section 508 Evaluation Template also known as the Voluntary Product Accessibility Template (VPAT). The CSU Guide to Voluntary Product Accessibility Template can be downloaded from the following link:

http://www.calstate.edu/accessibility/EIT_Procurement/APPENDIX.C.VPAT_GUIDE.doc

The templates themselves are available to assist vendors in this process.

Completion and submission of the VPAT is a requirement for CSU contracts for products and services where electronic and information technology is involved. Failure to complete and return the VPAT (Appendix A) with your proposal shall deem your submittal non-responsive.

APPROVAL/ACCEPTANCE OF SERVICES Contractor agrees and understands that all services provided under the terms of this agreement are subject to the approval of San Diego State University. Decisions as to the adequacy of the services performed shall be made by the Project Manager, Paul Carlisle or designee. Decisions of the University shall be final.

AWARD Award shall be made to the proposer(s) scoring the highest points as evaluated by the SDSU Evaluation Committee using the evaluation criteria as stated on Exhibit A, Page 12.

COMPETENCE OF PROPOSER The University reserves the right to request additional information which in the University's opinion is necessary to assure the proposer's competence, business organization and financial resources are adequate to perform according to contract.

The University may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

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

SUPPLEMENTAL SOLICITATION PROVISIONS

CONTRACT CHANGES The University, without invalidating this agreement, may order extra work or make changes by altering, adding to, or deducting from the work only by written amendment. The Amendment, initiated by the University and properly approved and authorized shall set forth the amount of money to be added or deducted.

CONTRACTOR EVALUATION Contractor's performance under this agreement will be evaluated in accordance with the Contract/Contractor Evaluation Form STD 4. This form can be downloaded from the Department of General Services (dgs) forms website. <http://www.osp.dgs.ca.gov/StandardForms/Default.htm>

BID REQUIREMENTS REGARDING DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION For purposes of this RFP, the DVBE participation requirement and incentive have been waived. Section B references to the DVBE participation requirements and incentive shall not apply.

E-PROCUREMENT: BIDSYNC The University advises that prospective Contractors periodically check the Bidsync website for modifications to RFP documents. The University is not responsible for a prospective Contractor's misunderstanding of the RFP solicitation or nonresponsive proposal due to failure to check the website for updates or amendments to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the Contractor's sole risk.

Bidsync web address www.bidsync.com

IT SECURITY Information security has become an integral component of SDSU's business and personal use of computer technology. The University is implementing online course training for security awareness. It is the Contractor's responsibility to register for this training. Contact SDSU's campus IT security officer Felecia Vlahos at iso@sdsu.edu to arrange this training.

SECURITY DATA REQUIREMENTS Contractor represents and warrants that it will keep CSU Protected Data strictly confidential both during the Term and after the termination of the Agreement in accordance with the attached Security Data Requirements.

KEY CONTROL POLICY Contractor shall comply with the key control policy issued by SDSU's Department of Public Safety. It is the contractor's responsibility to obtain a copy of this policy. Contractor must notify the Department of Public Safety within twenty four (24) hours of the discovery of lost or stolen keys. In the event of loss, contractor shall be held liable for the total cost of labor and materials to re-key the entire area accessible with the lost keys. Unauthorized duplication or use of key to a public building is a punishable offense under California Statutes.

LATE BID RESPONSES Any proposal received after the scheduled closing time for receipt of proposals will not be accepted. SDSU assumes no responsibility for delay in delivery of proposals by the United States Post Office or delivery to any location on campus other than the Contract and Procurement Management Office. If submission is a factor, SDSU encourages hand delivery or Federal Express delivery of your proposal package directly to the Contract and Procurement Management Office, Administration Building, Room 116.

PARKING ON CAMPUS Contractor shall observe campus parking rules and regulations at all times. No properly issued citation will be waived. It will be the responsibility of the contractor to obtain and provide necessary parking permits to personnel requiring access. University employees pay for parking; permits required by contractor or contractor employees must be paid for by the contractor and/or contractor's employees. Contact the Department of Public Safety, 619-594-6671, for information. The vehicle laws of the State of California, the ordinances of the City of San Diego, and the parking and traffic regulations of San Diego State University are in effect on University controlled property twenty four (24) hours a day.

PAYMENT Payment shall be made monthly in arrears in accordance with the fees established and agreed

SUPPLEMENTAL SOLICITATION PROVISIONS

upon in the proposal response. Upon receipt by the University Accounts Payable Department of itemized invoices approved by an authorized Department representative the University will process claims for payment of approved invoices in arrears in accordance with State fiscal procedures and the terms of this Agreement.

PCI COMPLIANCE Contractor warrants that, with regard to Payment Card Security Program, it complies with the requirements of the Payment Card Industry (PCI) Data Security Standard including the Cardholder Information Security Program (CISP) of Visa and the Site Data Protection Program (SDP) of MasterCard, as applicable, and any modifications to, or replacements of such programs that may occur from time to time as referenced in https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.

Security Program Compliance. You must comply with the requirements of the Payment Card Industry (PCI) Data Security Standard including the Cardholder Information Security Program (CISP) of Visa and the Site Data Protection Program (SDP) of MasterCard, as applicable, and any modifications to, or replacements of such programs that may occur from time to time. You also shall ensure that all third parties from whom you procure Value Added Services or third party POS Devices comply with the requirements of those programs. Upon request, Servicer will provide you with the respective website links to obtain the current requirements of the Visa, MasterCard, and Discover Network programs. You are responsible for your own actions or inactions, those of your officers, directors, shareholders, employees and agents, including any third party vendors with whom you contract to perform services for you. You shall indemnify and hold Servicer and Member harmless from any liability, loss, cost, or expense resulting from the violation of any of the program requirements by any of the individuals or entities listed in the immediately preceding sentence. Should you participate in a program with any other Credit Card

Association or Issuer, or accept a Payment Device of any other Payment Network that has a security program in place, you must comply therewith and ensure that your officers, directors, shareholders, employees, and agents, including any third party vendors from whom you procure Value Added Services or third party POS Devices also comply with the program requirements of such Payment Network.

PROPOSALS BECOME THE PROPERTY OF SDSU Proposals become the property of the University and information contained therein shall become public property subject to disclosure laws. The University reserves the right to make use of any information or ideas contained in the proposal.

REFERENCES Proposers shall provide a list of three references, including contact name and phone number, of jobs of a similar size and nature which have been successfully completed by Contractor within the last two years. Failure to submit this information with the proposal may result in rejection. Space is provided on the Proposal for this information, Exhibit A, Attachment No. 2.

The University may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. 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 obligations of the contract and complete the work. The decision of the University is final.

RIGHT TO REJECT The University may make investigations as deemed necessary to determine the ability of the contractor to perform the work, and the proposer shall furnish to the University all such information and data for this purpose as requested by the University. The University reserves the right to reject any proposal if the evidence submitted, or investigations of, such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

It is the policy of SDSU not to solicit Request for Proposals (RFP) unless there is a bonafide intention to award a contract. However, without limitations by the foregoing explanation, the University does reserve the

SUPPLEMENTAL SOLICITATION PROVISIONS

right to reject any and all RFP's and to waive any irregularities.

SAMPLE FORMS Attached, Exhibit E, Pages 1 - 9, is a sample of the State of California's Standard Agreement with General Provisions for Service Acquisitions that will be signed by the successful proposer and San Diego State University and other State officials, as required. By signing the Proposal Certification (Exhibit C) the proposer agrees to abide by all terms and conditions stated therein.

SMALL BUSINESS PREFERENCE If proposer is a CERTIFIED Small Business in the State of California, please complete the Small Business Preference and Certification Request (Exhibit D) and return with your proposal to claim the 5 percent proposal preference. Failure to attach the Exhibit will prohibit the 5 percent preference allowance from being applied to this proposal.

SUBCONTRACTS The University does not designate individuals or companies with whom the successful Proposer must work; the successful Proposer is solely responsible for soliciting individuals or companies with whom they wish to do business in order to complete the project.

Contractor shall have the responsibility for total management of the agreement awarded to the contractor. The agreement shall not be assigned. Contractor shall not subcontract the performance of any part of the agreement without the prior written approval of each subcontractor by the University, which approval the University may refuse at its discretion and without recourse to contractor. If a subcontract is approved, contractor shall be responsible for any subcontractor activities the same as if contractor were directly furnishing the service.

TERM OF AGREEMENT The anticipated term of this Agreement will be from October 19, 2011 to June 30, 2016 for with an option to renew for up to three (3) consecutive twelve-month periods by mutual agreement of both parties.

TRADEMARK AND LOGO The University will review any marketing or promotional materials identifying the University, and will require that the vendor receive the Universities prior written consent before distributing said materials, or using the Universities name or marks.

TERMINATION FOR PERFORMANCE San Diego State University will document perceived poor performance relative to the resulting agreement. If, after discussion with appropriate contractor management, poor performance issues are not resolved to the satisfaction of the University, the agreement may be canceled.

TRAVEL EXPENSES Reimbursement for incidentals and travel expenses must be approved in advance by the University in accordance with the rates of the University Travel Policy (<http://bfa.sdsu.edu/ap/travelmanual/travelmanual.htm>). All reimbursement requests must be submitted with original receipts for consideration. (Reimbursement will be at cost no mark ups.)

PROPOSAL CERTIFICATION FORM

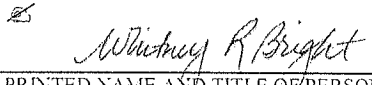
NOTE: THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR PROPOSAL

The undersigned certifies that to the best of his/her knowledge: (check one)

(X) There is no officer or employee of San Diego State University who has, or whose relative has, a substantial interest in any agreement award subsequent to this proposal/bid.

() The names of any and all public officers or employees of San Diego State University who have, or whose relative has, a substantial interest in any agreement award subsequent to this proposal/bid are identified by name as part of this submittal.

In compliance with Request for Proposal No. 6662 to provide Campus ID Card Banking Services for the Division of Business and Financial Affairs of San Diego State University, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and services in accordance with the specifications and scope of work according to the proposal submitted or as mutually agreed upon by subsequent negotiation.

BY (AUTHORIZED SIGNATURE)		DATE	
		07-28-11	
PRINTED NAME AND TITLE OF PERSON SIGNING			
Whitney Bright			
Name of Company as Licensed			
U.S. Bancorp			
Address	City	State	Zip Code
100 Ungerboeck Park	O'Fallon	MO	63368
Business License No.	Federal ID No. or Social Security Number		
N/A	31-0841368		
Phone No.	Facsimile No.	Email	
636-300-5653	636-688-3267	whitney.bright@usbank.com	



SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Proposers requesting a 5% Small Business Preference must enclose this form in the Proposal Package)

The undersigned hereby requests preference as a "Small Business" and further certifies under penalty of perjury, that the firm still meets the requirements of Section 1896(l) Title 2, of the California Administrative Code.

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

If your firm is a Small Business and wishes to claim the small business preference, which may not exceed \$50,000 for any proposal, 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 proposals are opened, and be verified by such office.

Or, if your firm is a Non-Small Business and wishes to claim the small business preference, your firm must notify the Trustees by signing below, that your firm commits to subcontract at least 25% of its net proposal price with one or more small businesses, submit a timely responsive proposal, 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 Proposer.

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 (osdshelp@dgs.ca.gov) or on the Internet: www.pd.dgs.ca.gov/smbus.

IMPORTANT NOTICE (Read before signing)

The "Small Business Preference and Certification Request" must be signed in the same name style in which the Proposer is licensed by the contractor's state license board. Proposers bidding jointly or as a combination of several business organizations are specially cautioned that such Proposers must be jointly licensed and approved in the same form and style in which the proposal is executed.

Legal Name Style of Proposer(s)	
N/A	
SIGNATURE OF PROPOSER	DATE

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

NAME OF FIRM
SUBCONTRACTOR

Is firm a listed subcontractor? YES NO PERCENTAGE _____%

Special attention is directed to section 1896.12 for penalties for furnishing incorrect supporting information in obtaining preference.

Royalty Schedule

During the life of the Agreement, Bank will make the following financial commitment to University:

1. Bank will pay a signing bonus of \$50,000 to San Diego State University for the SDSUcard partnership within 60 days of execution of this agreement.
2. Bank will pay a royalty schedule based on percent of net student participation in the program (see Table 1 immediately following). Minimum guaranteed royalty is \$75,000 per year. Participation royalty payments will be made within 60 days of the anniversary date of the first ID Card issued which allows Banking Services.

Years 2 through completion, Bank will pay University an annual royalty per active account percent of net participation beginning on the anniversary date of the contract signing. By measuring the success of the relationship on an annual basis, this model allows a full cycle of students, faculty, and staff to participate thus reflecting a larger participation for University.

Table 1: Royalty Schedule

CAMPUS CARD ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 35.9%	\$75,000 lump sum payment	0 - 10,799 accounts
36 - 45.9%	\$100,000 lump sum payment	10,800 - 13,799 accounts
46 - 55.9%	\$135,000 lump sum payment	13,800 - 16,799 accounts
56 - 65.9%	\$250,000 lump sum payment	16,800 - 19,799 accounts
66 +	\$400,000 lump sum payment	19,800 + accounts

The participation percentage above will be determined by dividing the number of active University student checking accounts by the universe of potential prospects (which will be determined by an estimate of student enrollment numbers). The scale above is based upon 30,000 potential participants and can be re-negotiated annually based on actual Registrar's records.

3. Upon reaching a 50% penetration rate, U.S. Bank will pay for all card stock up to \$1.00 per card (up to a maximum of \$10,000 per year). If a 50% penetration level is not reached, the University will continue to purchase their card stock.
4. During the life of the Agreement, Bank will dedicate "soft dollars" (monies spent by Bank toward the increased performance of ID Card program and a higher payout percentage). The anticipated total sum of Bank's "soft dollars" is approximately \$25,000 per year, broken down as follows:

Marketing	\$15,000 per year
U.S. Bank Staffing Support & Consultation	\$9,000 per year
Website Link Development	\$1,000 per year

**Technical Specifications for Standard ID Card
(ATM/PIN-based Point of Sale Functionality)**

1. University will assign 16-digit card number as follows:
 - (a) First six numbers – University owned IIN: 622090
 - (b) University will assign next 10 numbers, with the last digit being the MOD-10 check digit.
2. The 16-digit card number must appear on the front of ID Card.
3. No two card numbers shall be the same.
4. In the event of a lost or stolen ID Card, University will issue a new card with a new number.
5. Bank will provide University with the required layout and specifications for track 2. University or its contractor will encode this track on all ID Cards in compliance with the specifications provided to University in the “Track 2 Layout” document.
6. University shall timely report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.
7. The card must display the following text which may be printed on the back of the card:

U.S. Bank Customers: For 24-hour customer service or to report a lost or stolen ID card, call 1-800-US BANKS (872-2657).
8. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.

**SAN DIEGO STATE UNIVERSITY
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement (“Agreement”) is entered into on October 31, 2011, by and between **SAN DIEGO STATE UNIVERSITY**, San Diego, California (“University”) and **U.S. BANK NATIONAL ASSOCIATION** (“Bank”).

Recitals

WHEREAS, University issues to students, staff and faculty (“Users”) a multifunctional identification and service card known as the ID Card (“ID Card”); and

WHEREAS, University desires to include Banking Services as a part of the function of ID Card; and

WHEREAS, Bank is in the business of offering financial services including, but not limited to, Banking Services; and

WHEREAS, University and Bank wish to provide services to Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, University and Bank agree as follows.

1. Banking Services. Bank will, during the term of this Agreement, be the exclusive provider of Banking Services that may be accessed by Users through ID Card. “Banking Services” means certain financial products linked to ID Card, including checking accounts and automated teller machine (“ATM”) services, as described in this Agreement.

1.1 Transactions.

1.1.1 Standard ID Card. Bank will provide a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, which may be accessed through ID Card and will permit PIN-based point of sale (“POS”) debit and automated teller machine (“ATM”) transactions through the standard ID Card.

1.1.2 Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services (dormant ATM card), the standard ID Card with Banking Services. Users with an active Bank checking account are able to activate the ATM/PIN based POS functionality on the standard ID Card.

1.1.3 Maxx Card. Bank agrees to implement a Visa[®] check card instant issuance program for University subject to the terms and conditions described in Attachment A of this Agreement, on a mutually agreed upon timeline. In addition to providing a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, the Visa-branded check card instant issuance program will permit automated teller machine (“ATM”) transactions and PIN-based and non-PIN-based point of sale (“POS”) debit transactions. The Maxx Card can only be issued to Bank customers.

1.2 Other Financial Services Available. Bank will promote checking accounts with student and workplace benefits for use with ID Card, but qualified Users may select any of the accounts offered by Bank.

1.3 Account Features. Bank will offer Banking Services associated with checking account products with student and workplace benefits and may be amended from time-to-time. Bank may make reasonable changes to enhance these account features as it sees fit. Additionally, all Bank-branded ATM's on University campus will be free of transaction charges to Bank checking account holders when accessing their account with Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

1.4 Eligibility. Eligibility for ID Cards will be at the sole discretion of University, but a User's eligibility for Banking Services shall be at the sole discretion of Bank.

2. Automated Teller Machines. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards.

3.1 ID Card Issuance and Maintenance. University will be responsible for ID Card issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to the Technical Specifications for Banking Services contained in EXHIBIT G ("Technical Specifications") of this Agreement.

3.2 Other Functionality. It is understood that ID Card will include the ability to perform other electronic functions in addition to Banking Services. University shall be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Agreement, which shall be verified by Bank through testing of ID Card to ensure ID Card functions properly.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen ID Card to ID Card office to also notify Bank directly, but is in no way responsible for a User's failure to notify Bank. Notice to Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Bank is not involved in any stored value function which may be attached to ID Cards, and Bank is not responsible to University or any User for any losses associated with the stored-value function of ID Card, unless due to the act or negligence of Bank, its employees or agents.

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for miscellaneous marketing materials relating to Banking Services for distribution to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services. No marketing materials may be distributed at University without University's prior review and written approval.

5.2 Events. University will provide Bank with exclusive access to, and presence at, significant on-campus activities, events and promotional location to advance the opening of new Bank accounts at no additional cost to Bank including but not limited to the following:

- Re-carding Event
- New Student Orientation
- International Student Orientation
- On-going Tabling Events including Start of Semester, Book Buy-Back and Banker in the House

- Study Abroad Seminars
- Carding Events
- Financial Wellness Seminars
- New Employee Orientations

Participation in such events will include, but not be limited to, the following:

- Distribution of Letters and Account Applications prior to the event
- Tables in high traffic areas
- Presentations to Students and/or Parents

5.3 Signage. Subject to University's prior written approval, Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause to be fixed to any University property signage of any kind without the prior written approval of University.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and shall be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

5.4 Promotional Information. University shall facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither University nor Bank will share any User information as part of this Agreement.

5.5 Prior Approval. University shall not distribute any materials using Bank's name or relating to Banking Services without receiving prior approval from Bank.

6. Royalty Schedule.

6.1 Royalty Schedule. Bank shall pay to University amounts as described in EXHIBIT E ("Royalty Schedule")

6.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to University, nor shall University be required to provide any student information records to Bank, for purposes of calculating royalty payments.

7. Term and Termination. This Agreement will remain in effect in conjunction with Agreement 40079178

7.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party shall provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 7.2 regarding immediate termination for cause.

7.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due.

7.3 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank attached to ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (7.1) or (7.2) above, or upon Users leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to subsection (7.1) or (7.2) above, University shall cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and shall remain the property of University at all times.

7.4 Survival. The rights and responsibilities of each party as embodied in Section 5 (“Marketing”) regarding the use of marks and other intellectual property, Section 6 (“Royalty Schedule”) relating to outstanding amounts due, Section 9 (“Indemnification; Losses”) regarding indemnification, and Section 12 (“Confidential Information”) regarding the use and preservation of confidential information will survive the termination of this Agreement.

8.0 Representations and Warranties. Each party represents and warrants as follows:

8.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

8.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

8.3 University Authority. University has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

8.4 No Other Agreements. University warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank.

9. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

9.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, which University may suffer or incur by reason of Bank’s negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide notice to Bank of the events leading to the claim as soon as known to University and University will allow Bank to control the defense of such claims in return for Bank’s indemnification.

9.2 University Indemnification of Bank. University shall be responsible for damages that result from its employees, agents and representatives due to the neglect or wrongful acts or omissions during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded University as a public body of the State of California. Bank acknowledges that Users are not by definition employees, agents or officers of University and University assumes no liability for the individual acts of Users.

10. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of ID Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting ATMs and ID Card pursuant to this Agreement. Nothing herein shall give to University and Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party shall be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with University.

11. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid, return receipt requested.

University: San Diego State University
Contract and Procurement Management
Jeff Fratt
Buyer
5500 Campanile Dr
San Diego, CA 92182

Bank: U.S. Bank
Campus Banking
Attn.: Whitney Bright – Vice President
100 Ungerboeck Park
O'Fallon, MO 63368

12. Miscellaneous.

12.1 Force Majeure. Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

12.2 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and University each acknowledge

that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

Maxx Card Terms and Conditions

1. Intellectual Property. Instant Issue VISA debit cards shall be branded "SDSUcard Maxx" ("Maxx Card") for purposes of all literature and promotions associated with the Maxx Card. Maxx Card will remain the sole property of Bank, and Bank grants a limited license to University to use Maxx Card solely for purposes contemplated by this Agreement and consistent with Bank's instructions.
 2. Training. Training shall be provided to all University employees who will have direct contact with the Maxx Card program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by University personnel who have the requisite training and authority to administer the training.
 3. Operating Procedures. University will comply with instructions and guidance from Bank, and will otherwise utilize commercially reasonable standards to ensure the production of the Maxx Cards is performed in a controlled, secure environment. For purposes of this section, "commercially reasonable standards" includes, at a minimum, compliance with the Visa Global Instant Card Personalization Issuance Security Standards. University also agrees to perform a due diligence review of the competency and reliability, including character and integrity, of each employee it assigns to this project prior to granting any access to program information or materials. University will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the Maxx Card.
- Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays, or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the Maxx Card. Each party agrees to cooperate with each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.
4. Confidentiality. All current, applicable terms and agreements related to confidentiality and nondisclosure agreements apply to the development and implementation of the Maxx Card. Without limiting the applicability or obligations of any such terms and agreements, University specifically agrees to execute a master nondisclosure agreement related to this program and obtain a nondisclosure agreement from each individual who will work on this program – in a form and format substantially similar to the form attached to this Exhibit H, as Attachment C - prior to discussing the program or allowing access to any materials, plans, or information related to the program.
 5. Suspension and Cancellation. Bank reserves the right to temporarily or permanently suspend issuance of the Maxx Card in the event Bank determines, in its sole discretion, that the Maxx Card has created unforeseen risk, the Maxx Card is being administered through an unstable operating environment, or the Maxx Card is subject to any other circumstances that creates unwarranted risk or potential reputational damage to Bank.
 6. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the Maxx Card program. Therefore, any violation of these obligations and responsibilities will constitute an event of default under this Agreement and give rise to the remedies set forth therein or otherwise allowed by law. Bank's remedies shall include, without limitation, the right to cease Maxx Card operations.
 7. Preservation of Agreement. Except where specifically contradicted by the terms of this Exhibit H with respect to the Maxx Card, all terms of the Agreement remain in full force and effect.
 8. Exhibits E through H and Attachments A through D. These Maxx Card Terms and Conditions include Exhibits E through H and its Attachments A through D, attached to this Standard Agreement and incorporated herein by this reference.

Maxx Card Services

The Maxx Card is an instantly issued VISA branded campus ID/debit card – all in one. The Maxx Card is issued through the on-campus Bank branch and is immediately active for customer use by Users.

In addition to implementing the Maxx Card, University is encouraged to implement the SDSUcard (standard ATM/PIN-Based Debit Card) as the standard campus ID card, either simultaneously or in a phased approach.

With the instant issue VISA Maxx Card program, the User starts by visiting SDSUcard office to request the Maxx Card, gets a photo taken, and then immediately visits the adjacent Bank branch to complete the issuance of the card. User can open a new U.S. Bank checking account during this process, or can use an existing U.S. Bank checking account. Maxx Cards cannot be issued to non-U.S. Bank customers.

ID Card Office sends a print job to a University-owned printer housed in Bank branch, which holds the VISA branded card stock provided by Bank. Banker enters personal User information into a dedicated, secure terminal and that information is passed to Bank to automatically build the card record in Bank's system.

The new VISA card number and encoding information is then passed back to a Bank-owned printer housed in Bank and the card goes through a second print process to personalize and encode the card with the new Bank VISA Check Card number. This 16-digit VISA check card number is owned and managed by U.S. Bank. The User leaves Bank branch with a fully functional ID card and U.S. Bank VISA check card.

Because this is an opt-in program, students, staff and faculty who choose not to participate in the Maxx Card program will be issued a standard SDSUcard and will not activate Banking functionality on the card. Banking functionality on the SDSUcard will remain dormant and can be activated by the User at any time as an ATM/PIN Based Debit Card linked to an active U.S. Bank checking account.

Maxx Card Costs

The following equipment will be deployed by Bank in support of the Maxx Card program and will remain property of Bank upon completion of the contract:

- FCP2020 Flat Card Printer (or comparable alternative)
- WYSE Computer Terminal
- Flat screen monitor, keyboard, mouse
- CardWizard instant issue software
- High Quality Shredder

Bank also takes responsibility for the following costs and services:

- BIN (Bank Identification Number) ownership and assignment
- Secure Communication between Maxx equipment and U.S. Bank server
- Hardware maintenance
- Software licenses
- Training & Support
- U.S. Bank internal development
- Maxx Card VISA branded cardstock

- Security Cameras
- Monitored Alarm System

University will be responsible for providing the following items in support of the Maxx Card program:

- Card printer for printing photo images and other personalized information
 - Same or similar to printer(s) currently being used for standard cards
 - Housed in on-site Bank branch
 - Must include a lockable card input hopper
- Wiring into Bank branch for University communication to card printer

In addition, University will be responsible for ensuring that its employees participate in the required training programs and comply with all operating procedures that are required to develop and administer the Maxx Card program.

University Prerequisites for the Maxx Card

University must comply with each of the following prerequisites to be considered for a U.S. Bank Maxx Card program.

Cards

1. University must encode all University specific information on Track 3 of the primary Maxx Card magnetic stripe, or must use a secondary magnetic stripe on the bottom of the card for University specific information.
2. University may store/read/transmit only the last seven (7) digits of the Maxx Card number from Track 2 on University system for University functions. University cannot store/read/transmit the entire 16 digit ISO on any University system unless full end-to-end encryption is used.
3. A bar code may be used on the back of the Maxx Card as long as it doesn't interfere with the magnetic stripe area or signature panel. The bar code cannot appear on the front of the Maxx Card.
4. Maxx Card design will use a standard U.S. Bank template, designed according to U.S. Bank and VISA branding standards, with input from University on the background image and University logo used. Only one VISA Check card design can be used per school for the Maxx Card program (i.e. no separate designs for students vs. faculty/staff).
5. The campus declining balance program cannot be used at any merchants that are located off-campus (all on-campus merchants are acceptable, even if not University-owned).
6. All standard ID cards issued by University will contain the U.S. Bank logo and will have the ability to act as an ATM/debit card if the cardholder wishes to activate that feature instead of obtaining a Maxx Card.

Security

1. University must be compliant with the PCI (Payment Card Industry) Data Security Standards described in Exhibit B-1, page 3.

Hardware/Software

1. University will work with Bank to install network data lines into the branch space for communication between University ID Card Issuance system and University printer housed in the on-site branch.

University Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of this 31st day of October, 2011, by and between U.S. Bank National Association, its affiliates, subsidiaries and assigns, with its principal place of business at 800 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Bank") and San Diego State University, operating at 5500 Campanile, Drive, San Diego, CA92182 ("University").

WHEREAS, Bank and University contemplate exchanging certain information in order to facilitate provision of certain services to University (the "Purpose"); and

WHEREAS, Bank is legally obligated to maintain the confidential nature of certain types of information, which may include the information that Bank will provide to University, or University's agents and representatives;

NOW, THEREFORE, the parties agree as follows:

1. **Confidential Information.** University and Bank acknowledge that each party (as a "Recipient") may have access to and each party (as an "Owner") may provide to the other party, information that the respective party regards as confidential or otherwise of a proprietary nature. With the exception of bona fide trade secrets in accordance with California Trade Secret Civil Code Section 3426.7, information may be disclosed in accordance with the California Records Act (CPRA). Determination of whether "Confidential Information" is considered a bona fide trade secret under this section 5(c) is at the reasonable discretion of the California State University General Counsel.
 - 1.1. **Definition of Confidential Information.** Each party (as "Recipient") may have access to and each party (as "Owner") may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, proprietary or technical nature and, with respect to Bank, information related to Bank's consumer customers. Confidential Information includes, but is not limited to, the following, whether now in existence or hereafter created:
 - (A) Any information of or about Bank's consumer customers of any nature whatsoever, and specifically including without limitation, the fact that someone is a customer or prospective customer of Bank, all lists of customers, former customers, applicants and prospective customers and all personal or financial information relating to and identified with such persons ("Customer Information");
 - (B) All information marked as "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable judgment, recognize as confidential; and
 - (C) All information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets, and any other intellectual property rights of the Owner or Owner's licensors; and
 - (D) All business, financial or technical information of the Owner (including, but not limited to account numbers, and software licensed from third parties or owned by the Owner or its affiliates); and
 - (E) The Owner's marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials;

- (F) Information with respect to Owner's employees which is non-public, confidential, business related, or proprietary in nature, including, without limitation, names of employees, the employees' positions within the company, the fact that they are employees, contact information for employees, personal employee identification numbers, and any other information released to the Recipient regarding employees in the past and in the future;
- (G) All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect "Confidential Information"; and

1.2. **Essential Obligation.**

- (A) Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature. Recipient must ensure that each employee who will be handling Owner's Confidential Information signs an Individual Employee Confidentiality and Non-Disclosure Agreement. Additionally, it will be Recipients responsibility to keep and maintain all Individual Employee Confidentiality and Non-Disclosure Agreements.
- (B) Because Bank is a federally-regulated financial institution that must comply with the safeguards for Customer Information contained in the Gramm-Leach-Bliley Act ("GLBA") and regulations promulgated pursuant to GLBA, University must establish, as an entity that maintains, processes, or otherwise is permitted access to Bank's customer information, appropriate measures designed to safeguard Customer Information. Specifically, University must establish and maintain data security policies and procedures designed to ensure the following:
 - (1) Security and confidentiality of Customer(s) information; and
 - (2) Protection against anticipated threats or hazards to the security or integrity of Customer(s) information; and
 - (3) Protection against the unauthorized access or use of Customer(s) information.

- 1.3. **Court Ordered Disclosure.** If Recipient is required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, Recipient shall promptly provide to the Owner notice of such request so that the Owner may seek an appropriate protection order.

2. **Limited Use of Confidential Information and Survival of Obligations.**

- 2.1. Recipient may use the Confidential Information only as necessary for Recipient's performance hereunder or pursuant to rights granted herein and for no other use. Recipient's limited right to use
- 2.2. the Confidential Information shall expire upon expiration or termination of this Agreement for any reason.

- 2.3. Recipient's obligations of Confidentiality and non-disclosure shall survive beyond Recipient's limited right to use the Confidential Information and shall survive termination or expiration for any reason of this Agreement.
- 2.4. Recipient must develop and maintain appropriate security measures for the proper disposal and destruction of Confidential Information. Upon expiration of Recipient's limited right to use the Confidential Information, Recipient shall return all physical embodiments thereof to Owner or, with Owner's permission, Recipient may destroy the Confidential Information. Recipient shall provide written certification to Owner that Recipient has returned, or destroyed, all such Confidential Information in Recipient's possession.
3. **Disclosure to Third Parties.** If disclosure of Confidential Information to third parties is required or allowed under this Agreement, Recipient shall ensure that such third parties will have express obligations of confidentiality and non-disclosure, substantially similar to Recipient's obligations hereunder. Liability for damages due to disclosure of the Confidential Information by any such third parties shall be with Recipient.
4. **Remedies.** If Recipient or any of its representatives or agents breach the covenants set forth in this Agreement irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner shall be entitled to an injunction to restrain any continuing breach. Notwithstanding any limitation on Recipient's liability, the Owner shall further be entitled any other rights and remedies that it may have at law or in equity.
5. **Term.** The term of this Confidentiality Agreement ("Term") will extend two (2) years past the term of the Student Debit Card Agreement executed between the parties on 1/13/12.
6. **GENERAL**
- 6.1. **Compliance with Applicable Law.** Each party warrants and represents that it is, and shall remain, in compliance with all applicable local, state, and federal laws and regulations. Violation of applicable laws or regulations by a party shall constitute a material breach of this Agreement.
- 6.2. **Governing Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of California.
- 6.3. **Use of Name.** Each party agrees not to refer to the other party directly or indirectly in any promotion or advertisement, metatag, any news release or release to any general or trade publication or any other media without the prior written consent of the party whose use of name is sought, which consent may be withheld at that party's sole and complete discretion.
- 6.4. **Assignment.** Neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Provided, however, that no such written consent shall be required in case of assignment to a surviving or successor entity in connection with the sale of substantially all of a party's stock or assets. An attempted assignment not in compliance with this paragraph shall be null and void.

- 6.5. **Modifications.** This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by a duly authorized representative of both parties, or, at least, by an authorized representative of the party to be charged.
- 6.6. **Waiver.** No waiver of any provision or of any right or remedy hereunder shall be effective unless in writing and signed by both party's authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof,
- 6.7. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the severed provision or by its severance from this Agreement.
- 6.8. **Relationship of the Parties.** No joint venture, partnership, agency, employment relationship or other joint enterprise is contemplated by this Agreement. No employee or representative of University shall be considered an employee of Bank. In making and performing this Agreement, the parties shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party. This Agreement does not obligate the parties to enter into any future agreement or relationship.
- 6.9. **Entire Agreement.** This Confidentiality Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements relating thereto, written or oral, between the parties.
- 6.10. **Notices.** Any notice permitted or required by this Agreement must be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

If to Bank:

U.S. Bank National Association
EP MN BB3/Contract Services
2751 Shepard Road
St. Paul, MN 55116

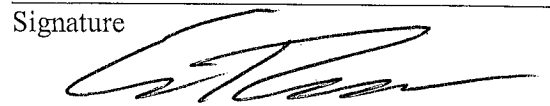
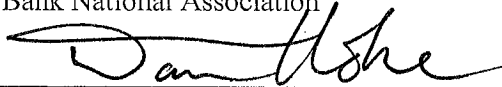
If to University:

San Diego State University
Contract and Procurement Management
5500 Campanile Dr. MC-1616
San Diego, CA 92182-1616

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

U.S. Bank National Association

University



Signature

Signature

By: Dan Hoke

By: Scott Burns

Its: Senior Vice President, On-Site Banking
Manager0

Its: Associate Vice President, Financial
Operations

Date Jan 13, 2012

Date 1-23-12

Individual Confidentiality and Non-Disclosure Agreement

I as employee of San Diego State University (University) acknowledge that during my course of employment certain information which is sensitive and confidential may be disclosed to me and that U.S. Bank is required to maintain the confidentiality of this information.

Furthermore, I agree that I am subject to the confidentiality, nondisclosure and security standards of University.

I agree with University and U.S. Bank that:

1. I will keep all matters and information related to the card programs strictly confidential. I will use the Confidential Information only as necessary for performance of my Duties. I will follow and adhere to the security and confidentiality procedures and processes of University. I will not discuss or disclose any information related to the Maxx Card program to any persons, except to employees or agents of U.S. Bank or University, who need to know this information because of their employment duties and who have signed a copy of this Confidentiality Agreement.
2. I am aware and understand that the confidential information relating to the Maxx Card program is an extremely valuable asset of U.S. Bank, and that the disclosure of such information in violation of this Agreement will result in severe, irreparable harm to U.S. Bank as well as in substantial monetary damages. I understand if I violate this Confidentiality Agreement, I will be removed from working with the U.S. Bank Maxx Card Program and may be subject to further discipline or penalties from University.
3. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information I must immediately notify my direct supervisor who will notify U.S. Bank. I will in the case of a Disclosure cooperate fully with U.S. Bank. I will cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.

Printed Name

Signature

Date



SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION

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

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 the Military and Veterans Code, Section 999.9.

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 State

Signature of Contractor or Authorized Agent

Project Name

Project Number

Printed Name

Firm Name

Telephone

Voluntary Product Evaluation Template (VPAT)

Date: 07-28-11

Name of Product: MAXX CARD

Contact for more Information: CALEB DAVIS 515-245-6148

Refer to the ITIC Best Practices for filling out the following form.

Summary Table		
<i>Criteria</i>	Supporting Features	Remarks and explanations
Section 1194.21 <u>Software Applications and Operating Systems</u>	Supports	This applies to the Maxx Card administrative software
Section 1194.22 <u>Web-based internet information and applications</u>	Supports	This applies to the Maxx Card issuance application
Section 1194.23 <u>Telecommunications Products</u>	Not Applicable	
Section 1194.24 <u>Video and Multi-media Products</u>	Not Applicable	
Section 1194.25 <u>Self-Contained, Closed Products</u>	Not Applicable	
Section 1194.26 <u>Desktop and Portable Computers</u>	Supports	This applies to the Maxx Card user terminal
Section 1194.31 <u>Functional Performance Criteria</u>	Not Applicable	
Section 1194.41 <u>Information, documentation, and support.</u>	Supports	This applies to all Maxx Card equipment provided

Return to the top of the page.

Section 1194.21 Software Applications and Operating Systems		
<i>* Refer to (http://www.access-board.gov/sec508/guide/1194.21.htm) for details on the guidelines listed below.</i>		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Supports	This can be performed without a mouse
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features	Supports	There are no other applications running at the same time

are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Does not support	The product doesn't have a focus feature
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.	Does not support	The criteria is unknown at this time
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	The images contain text
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Unique display techniques aren't used
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.	Not applicable	
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.	Not applicable	

(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Not applicable	
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Not applicable	
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	Supports	There is no flashing or blinking
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Does not support	This criteria is unknown at this time

[Return to the top of the page.](#)

Section 1194.22 Web-based Internet information and applications <i>* Refer to (http://www.access-board.gov/sec508/guide/1194.22.htm) for details on the guidelines listed below.</i>		
Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports	Text equivalent is provided.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not applicable	There is no multimedia presentation
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Not applicable	There is no color used to indicate an action
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Supports	There is no style sheet required.
(e) Redundant text links shall be	Not applicable	Image map isn't used

provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Not applicable	Image map isn't used
(g) Row and column headers shall be identified for data tables.	Not applicable	Data table not used
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Not applicable	Data table not used
(i) Frames shall be titled with text that facilitates frame identification and navigation	Not applicable	Frame identification and navigation not used
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Does not support	This criteria is unknown at this time
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Supports	The web site is mostly text only
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Does not support	This criteria is unknown at this time
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (1).	Not applicable	Applets and plug-ins are not used
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the	Does not support	This criteria is unknown at this time

form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.	Not applicable	Navigation links aren't used
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Does not support	No user alert is provided

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

[Return to the top of the page.](#)

Section 1194.23 Telecommunications Products		
* Refer to (http://www.access-board.gov/sec508/guide/1194.23.htm) for details on the guidelines listed below.		
Criteria	Supporting Features	Remarks and explanations
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYS. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.	Not applicable	
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.	Not applicable	
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYS.	Not applicable	

<p>(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.</p>	<p>Not applicable</p>	
<p>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYS, and for users who cannot see displays.</p>	<p>Not applicable</p>	
<p>(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.</p>	<p>Not applicable</p>	
<p>(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.</p>	<p>Not applicable</p>	
<p>(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>	<p>Not applicable</p>	
<p>(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.</p>	<p>Not applicable</p>	
<p>(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information</p>	<p>Not applicable</p>	

necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k) (1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.	Not applicable	
(k) (2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.	Not applicable	
(k) (3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.	Not applicable	
(k) (4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.	Not applicable	

Return to the top of the page.

<p>Section 1194.24 Video and Multi-media Products * Refer to (http://www.access-board.gov/sec508/guide/1194.24.htm) for details on the guidelines listed below.</p>		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) All analog television displays 13 inches and larger, and computer equipment that includes analog	Not applicable	

television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not applicable	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Not applicable	
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Not applicable	
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Not applicable	

Return to the top of the page.

Section 1194.25 Self-Contained, Closed Products		
* Refer to (http://www.access-board.gov/sec508/guide/1194.25.htm) for details on the guidelines listed below.		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).		

<p>(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.</p>		
<p>(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.</p>		
<p>(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.</p>		
<p>(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>		
<p>(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.</p>		
<p>(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>		
<p>(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.</p>		
<p>(j) (2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.</p>		
<p>(j) (3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.</p>		
<p>(j) (4) Products which are freestanding, non-portable,</p>		

and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		
Return to the top of the page.		

Section 1194.26 Desktop and Portable Computers		
* Refer to (http://www.access-board.gov/sec508/guide/1194.26.htm) for details on the guidelines listed below.		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).	Supports	Standard keyboard used
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).	Not applicable	
(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not applicable	
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards	Not applicable	

Return to the top of the page.

Section 1194.31 Functional Performance Criteria		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Not applicable	
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Not applicable	
(c) At least one mode of operation and information	Not	

retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	applicable	
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Not applicable	
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Not applicable	
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.	Not applicable	

Return to the top of the page.

Section 1194.41 Information, documentation, and support		
<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.	Supports	Documentation is available
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Supports	Documentation is available
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	ADA compliance standards

Return to the top of the page.

Table of Contents

SECTIONS	PAGE
1. Acknowledgement	2
2. Disclosure Requirements	2
2.1. Exceptions to Obligations of Confidentiality	3
3. Information Security Plan	3
4. Incident Response Management	4
4.1 Notification of a Security Incident	4
4.2 Reporting a Security Incident	4
5. Compliance with Laws	5
5.1 Assistance in Litigation or Administrative Proceedings	5
5.2 PCI-DSS Requirements	5
5.3 PA DSS Requirements	6
5.4 NACHA Requirements	6
5.5 Health Insurance Portability and Accountability Act (HIPAA) Requirements	6
5.6 Indemnification	6
6. Personnel Security Requirements	7
7. Record Retention Requirements	7
8. CSU Right to Audit	8
9. Terminating or Expiring the Agreement	8
Appendix – Definitions	9

1.0 ACKNOWLEDGEMENT

Contractor acknowledges that its contract/purchase order with the California State University (“CSU”) may allow the Contractor access to CSU Protected Data including, but not limited to, personal information, student records, health care information, or financial information. This data may be transferred in various forms, notwithstanding the manner in which or from whom it is received by Contractor. Contractor is subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article 1, Section 1. Contractor represents and warrants that it will keep CSU Protected Data strictly confidential both during the Term and after the termination of the Agreement.

2.0 DISCLOSURE REQUIREMENTS

Contractor shall not use or disclose Protected Data except as permitted or required by the Agreement or as otherwise authorized in writing by University. Contractor shall maintain the privacy of, and shall not release, Protected Data without full compliance with all applicable state and federal laws, University policies, and the provisions of this Agreement.

Contractor agrees that it will include all of the terms and conditions contained in this agreement in all subcontractor or agency contracts providing services under this Agreement. Contractor further acknowledges the applicability to this Agreement of Federal privacy laws such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records.

Except as otherwise specifically provided for in this Agreement, the Contractor agrees that CSU data will not be shared, sold, or licensed or otherwise disclosed with or to any third-party.

Contractor shall not disclose or use University Protected Data other than to carry out the purposes of this agreement. Contractor shall not disclose any Protected Data other than on a “need to know” basis and then only:

- a. To its employees or officers, provided, however that each such employee or officer have entered into a confidentiality agreement, that is enforceable under the laws of each applicable jurisdiction, with terms no less restrictive than the terms hereof;
- b. To affiliates of or subcontractors to Contractor, only if previously approved by University and provided that
 - i. Use by such Affiliates shall be limited to the purpose of this agreement;
 - ii. Affiliate is bound by contract and or confidentiality agreement to protect CSU data from unauthorized access.

If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Contractor will notify University in writing prior to any such disclosure in order to give University an opportunity to oppose any such disclosure. Prior to any disclosure of Confidential Information as required by legal process, the Contractor shall:

- c. Notify the University of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and
- d. Cooperate with the University reasonable, lawful efforts to resist, limit or delay disclosure.

Any access, transmission, or storage of Protected Data outside the United States is subject to prior written authorization by the University.

2.1. Exceptions to Obligations of Confidentiality.

With the exception of the data classified as “Personally Identifiable Information”, the obligations of confidentiality shall not apply to any information that

- a. Contractor rightfully has in its possession when disclosed to it, free of obligation to University to maintain its confidentiality;
- b. Contractor independently develops without access to University Protected Data;
- c. is or becomes known to the public other than by breach of this contract;
- d. University or its agent releases without restriction; or
- e. Contractor rightfully receives from a third party without the obligation of confidentiality.

Any combination of Protected Data disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

Failure by Contractor to comply with any provision of this Section shall constitute a material breach of the Agreement.

3.0 INFORMATION SECURITY PLAN

Contractor acknowledges that University is required to comply with information security standards for the protection of Protected Data Information required by law, regulation and regulatory guidance, as well as University’s internal security policy for information and systems protection.

Within thirty (30) days of the Effective Date of the Agreement and subject to the review and approval of University, Contractor shall establish, maintain and comply with an information security plan (“Information Security Plan”), which shall contain such elements that University may require after consultation with Contractor. On at least an annual basis, Contractor shall review, update and revise its Information Security Plan, subject to University’s review and approval. At University’s request, Contractor shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to University’s security requirements, as they exist from time to time.

Contractor’s Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of CSU Protected Data;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information;
- Protect against unauthorized changes to or use of CSU Protected Data; and
- Comply with all applicable CSU policies legal and regulatory requirements for data protection.
- Include business continuity and disaster recovery plans.

Contractor’s Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.

Contractor shall cause all Subcontractors and other persons and entities whose services are part of the Services which Contractor delivers to University or who hold University Protected Data, to implement an information security program and plan substantially equivalent to Contractor’s.

The parties expressly agree that Contractor's security procedures shall require that any Protected Level 1 Data transmitted or stored by Contractor only be transmitted or stored in an encrypted form approved by University.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect University's Personally Identifiable Information from identity theft, fraud and unauthorized use.

Failure by Contractor to comply with any provision of this Section shall constitute a material breach of the Agreement.

4.0 INCIDENT RESPONSE MANAGEMENT

4.1. Notification of a Security Incident

Contractor shall report, in writing, to University any use or disclosure of CSU Protected Data not authorized by this Agreement or authorized in writing by University, including any reasonable belief that an unauthorized individual has accessed CSU Protected Data. This report shall be made to University's [primary contact] and its designated information security officer. It shall include details relating to any known or suspected security breach of Contractor's system or facilities that contain University Protected Data or any other breach of Protected Data relating to this Agreement. This report shall be made immediately, no later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

4.2. Reporting a Security Incident

Contractor's report shall identify:

- the nature of the unauthorized use or disclosure,
- time and date of incident,
- description of the University Protected Data used or disclosed,
- who made the unauthorized use or received the unauthorized disclosure,
- what Contractor has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall provide such other information, including a written report, as reasonably requested by University.

Contractor agrees to fully cooperate with the University preparation and transmittal of any notice, which University may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected security breach, and to further take appropriate remedial action with respect to the integrity of its security systems and processes.

5.0 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable CSU policies, United States federal, state and local laws, regulations and ordinances, and rules of self-regulatory organizations, as well as all national, state and local laws, regulations and ordinances, and rules of self-regulatory organizations of any other non-U.S. jurisdiction to which Contractor, University or the Services are subject. If a charge of non-compliance with such laws, regulations and rules is brought against Contractor in connection with this Agreement or the Services, Contractor shall promptly notify University of the charge in writing.

July 27, 2011

Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

5.1. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Contractor shall make itself, and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement, available to University at no cost to University to testify as witnesses, provide information or otherwise assist in the event of litigation or administrative proceedings against University, its directors, officers, agents or employees based upon claimed violation of laws relating to security and privacy and arising out of this agreement.

5.2. PCI-DSS REQUIREMENTS

(If Contractor provides a service that involves credit card Data and services involving the storage, transmission, and processing of credit 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 the University of such circumstances.

Contractor agrees promptly to provide, annual or at the request of the University, current evidence, in form and substance reasonably satisfactory to University, of compliance with PCI-DSS security standards, which an authority recognized by the payment card industry for that purpose has properly certified.

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 the University.

Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed for University.

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 the University.

5.3. PA DSS REQUIREMENTS

(If the software application provided by Contractor involves the storage, transmission, and processing of credit card data)

Contractor represents and warrants that software applications it provides for the purpose of processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS). As verification of this, the Contractor agrees to provide evidence that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification. The evidence may be provided in the form of the PA DSS form if the contractor self certified, or a copy of the PA QSA if an external party certified the Contractor. If the vendor is unable to provide a copy of the PA DSS form or the PA QSA letter, the vendor must provide the CSU with proof of bonded insurance listing the CSU as the beneficiary in the case of a security breach.

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 PA DSS standards and/or other material payment card industry standards, it will promptly notify the University of such circumstances.

Contractor agrees promptly to provide, annual or at the request of the University, current evidence, in form and substance reasonably satisfactory to University, of compliance with PA-DSS security standards, which has been properly certified by an authority, recognized by the payment card industry for that purpose.

5.4. NACHA Requirements

(If the goods or services involve ACH payments.)

Contractor agrees to assist the University in documenting compliance with NACHA-The Electronic Payment Association provisions.

5.5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) Requirements

(If the goods or services involves protected health information.)

Contractor shall agree to use and disclose Protected Health Information in compliance with the security standards for the protection of electronic protected health information as per (45 C.F.R. Parts 160 and 164).

5.6. INDEMNIFICATION

(In the event of a conflict between the CSU General Provisions and these requirements, these Security Data Requirements will prevail.)

Contractor shall indemnify, defend, protect and hold University harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which University maybe required to pay, which result from Contractor's breach of the provisions of this Section.

Without limiting the generality of the foregoing, it is expressly agreed that if the University pays any fine in connection with a breach by Contractor of the provisions of this Section, the foregoing indemnity obligation shall require Contractor to reimburse University the full amount of such fine within thirty (30) days of University delivering written notice to Contractor of University's payment of such fine.

Contractor shall fully cooperate with any investigation of any data loss or other breach of Contractor's obligations under this agreement. The University or any other entity with jurisdiction to conduct such investigation may institute such investigation.

Failure by Contractor to comply with any provision of this Section shall constitute a material breach of the Agreement.

6.0 PERSONNEL SECURITY REQUIREMENTS

Contractor shall require all Affiliates and Subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement.

Any work to be performed in connection with this Agreement by Contractor, its Affiliates or Subcontractors must be performed in the United States, unless the prior written consent of the University is received to perform work outside the United States. Further, University Protected Data may not be transmitted or stored outside the United States without the prior written consent of University.

Contractor shall require all employees, Affiliates and Subcontractors with access to University's protected information as a condition of their engagement, to participate in annual security awareness training.

Contractor shall comply and shall cause its Representatives, Affiliates and Subcontractors to comply with all personnel, facility, safety and security rules and regulations and other instructions of University, when performing work at a University facility, and shall conduct its work at University facilities in such a manner as to avoid endangering the safety, or interfering with the convenience of, University Representatives or customers.

Contractor shall not knowingly permit a Representative or Subcontractor to have access to the records, data or premises of University when such Representative 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.

Contractor agrees that under no circumstances shall any of Contractor's employees, officers, Affiliates or Subcontractors, whether full-time or part-time, connect to any University system or access any University data, for purposes of downloading, extracting, storing or transmitting information through personally owned, rented or borrowed equipment including, but not limited to mobile devices (e.g., laptops, PDAs, cell phones, etc.,)

Contractor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. Contractor shall conduct thorough background checks and obtain references for all its Representatives and Subcontractors who have access to University's protected information.

Any exceptions are at variance with University policy and must be approved in advance according to University policy guidelines.

7.0 RECORD RETENTION REQUIREMENTS

Contractor shall maintain all records pertaining to the Services provided to University under this Agreement for a period of five (5) years or longer after termination of the Agreement, if required by applicable law or regulation. Contractor further agrees to provide to University, at its request, a full copy of all such records for University to maintain at a U.S. location, which University shall designate.

Any residual data that exists on backups must be destroyed or purged within five (5) years. Backup data may not be archived.

8.0 CSU RIGHT TO AUDIT

Contractors with access to University protected data shall conduct risk assessments and/or audits of University protected data at least annually. The Contractor shall provide University with copies of its latest information security risk assessments and/or audits upon request.

If applicable, audits must be performed as full SAS 70 (Type II) audits and if specified by University, Contractor must be able to meet other key international security and audit certifications (e.g., ISO 17799 or BS 7799).

During regular business hours, University 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 Services.

If Contractor is not in substantial compliance with the requirements of the performance requirements set forth in this Agreement, University shall be entitled, at Contractor's expense, to perform additional such audits. University 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 as mutually agreed.

If any audit discloses material variances from the performance requirements set forth in this Agreement or a material breach by Contractor of the provisions of this Agreement, Contractor shall be deemed in default of this Agreement.

9.0 TERMINATING OR EXPIRING THE AGREEMENT – RETURN/DESTROY PROTECTED DATA

Upon the termination or expiration of this Agreement, or at any time upon the request of University, Contractor and its subcontractors shall return all University Protected Data (and all copies and derivative works thereof made by or for Contractor). Further, Contractor and all subcontractors shall delete or erase such Protected Data, copies and derivative works thereof, from their computer systems.

University shall have the right to require Contractor to verify, to University's satisfaction, that all University Protected Data has been returned, deleted or erased. Contractor agrees to fully cooperate with University's requests for verification.

APPENDIX - DEFINITIONS

Affiliate - 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.

Confidential - The term “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, business information, any personally identifiable information regarding students, employees or other individuals or entities, including but not limited to, Social Security numbers, other tax identification numbers, credit card, bank account and other financial information, and other information of any kind whatsoever which:

- a) a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which
- b) relates to:
 - i. the Discloser, or
 - ii. in the case of Contractor as Recipient, University, its students and employees, and its third-party vendors or licensors who have made confidential or proprietary information available to University.

University Confidential Information shall include Personally Identifiable Information, as described below.

Contractor – one that contracts to perform work or provide supplies.

Party - University or Contractor.

Representative - an employee, officer, director, or agent of a Party.

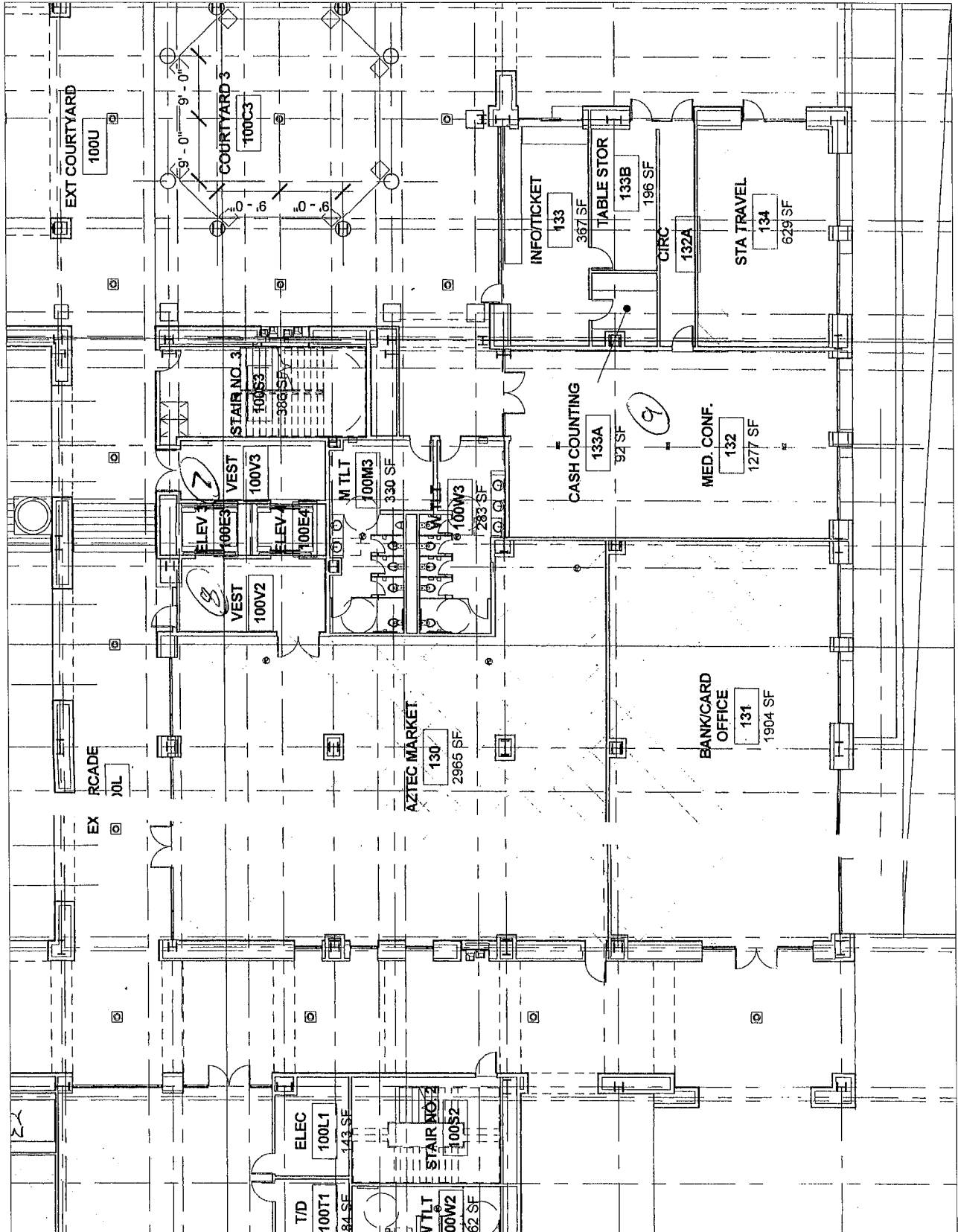
Relationship Manager - the respective employees of each Party that each Party shall designate to act on its behalf with regard to matters arising under this Agreement; each Party shall notify the other in writing of the name of their Relationship Manager; however, the Relationship Manager shall have no authority to alter or amend any term, condition or provision of the Agreement; further, each Party may change its Relationship Manager by providing the other Party with prior written notice.

Subcontractor - a third party to whom Contractor has delegated or subcontracted any portion of its obligations set forth herein.

Work Product - All discoveries, inventions, work of authorship or trade secrets, or other intellectual property and all embodiments thereof originated by Contractor within the scope of Services provided under this Agreement, whether or not prepared on University’s premises.



Bank/Aztec Card Office





New Aztec Center
Ground Floor

