REQUEST FOR PROPOSAL (RFP)
California State University (CSU)
Office of the Chancellor
Contract Services and Procurement

RFP Number: 4040
Title: Data Loss Prevention
Issue Date: April 17, 2013
RFP Contact: Mary Carrillo
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Proposal Delivery
Location: California State University Office of the Chancellor
Attn: Mary Carrillo
Contract Services and Procurement
401 Golden Shore, 5th Floor
Long Beach, CA 90802
Map: http://www.calstate.edu/PA/info/CO_Map.shtml

Reference RFP No. 4040 on the package or box.

NOTE: Updates, changes, or addendums to the RFP are posted at the RFP website at:
http://vendors.planetbids.com/CSUCO/bidsearchform.cfm?StateID=52

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SECTION 1 – PURPOSE, OVERVIEW, AND TERM

1.1 PURPOSE
The purpose of this Request for Proposal (RFP) is to invite proposals from providers offering a Data Loss Prevention tool. Current processes to identify sensitive data are complex, time-consuming, and manually driven. Implementing a Data Loss Prevention (DLP) solution enterprise wide can provide the CSU with a robust tool enabling the Information Security Officers to identify, monitor, and protect sensitive data. The enterprise should cover the minimum of 40,000 or more employees (staff and faculty) of the Chancellor’s Office and the 23 California State University campuses.

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

1.3 PROJECT OVERVIEW
The CSU information security policy establishes requirements for the campus and systemwide information security programs. CSU policy directs the Chief Information Security Officer (CISO) and campus Information Security Officers (ISOs) to manage information assets and to ensure that critical or protected data is not transferred to another individual or system without the approval of the data owner. Responsibilities in this area include but are not limited to: discovery of sensitive data, monitoring how data is being stored and used, and protecting sensitive data.

To comply with policy requirements the CSU is seeking a tool to aid campus and systemwide security professionals to develop and manage activities to protect the confidentiality, integrity, and availability of CSU information assets.

1.4 PROPOSED TERM SCHEDULE
The term will be for the initial purchase of the tool, August 2013 to August 2014, with annual license renewals for years 2014, 2015, 2016.

1.5 AWARD OF CONTRACT
The CSU reserves the right to reject any and all proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be publicly posted for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful proposers on the RFP website. Evaluation methodology and bases for award are described in Section 7 – Evaluation and Selection Criteria.

1.6 RFP RULES AND INSTRUCTIONS
The rules governing this RFP are stated in Section 8 - (Instructions, Content, and Format). Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.
SECTION 2 – SCHEDULE OF EVENTS

Release of Request for Proposal: April 17, 2013

Optional Proposer Conference Call:
Dial-In #: 877-746-4263
Participant Code: 0290312#

Deadline for question submittals:
E-mail questions to: mcarrillo@calstate.edu

CSU’s responses to questions: May 13, 2013

Deadline for Submission of Proposals: May 21, 2013 @ 11:00 a.m. (PT)

Evaluation Period May 28 – June 7, 2013

Finalist Demonstrations June 19, 2013

Finalist Product Evaluation June 20 – July 12, 2013

Notice of Intent to Award August 1 -7, 2013

Contract Commencement August 7, 2013

Response to questions and addendums will be posted on the official CSU RFP website at:
http://www.planetbids.com/portal/portal.cfm?CompanyID=15331#

The dates up to and including the “Deadline for Submission of Proposals” date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of the CSU.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.
SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER’S CERTIFICATION

3.1 SOLICITATION PROVISIONS

3.1.1 DEFINITIONS

(a) The Trustees of the California State University are referred to as “CSU,” “University” or “Trustees.” The contract will be issued by the Trustees of the California State 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”, “Proposer”, “Contractor”, or “Vendor” is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

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

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

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

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

Bidder’s filing a protest must do so within five (5) working days after notice of intent to award. The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest within ten (10) calendar days after expressing notification to protest. Protest must be sent by certified or registered mail or delivered in person to the Executive Vice Chancellor, Administration and Finance, or designee, Office of the Chancellor. Within a reasonable time after receipt of the written statement of protest, the CSU will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Bidder. The decision of the CSU is final.
3.1.5 AWARD OF CONTRACT
The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda. A “Notice of Intent to Award” will be posted publicly for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Bidder and the CSU shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in substantial accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the parties are unable to agree upon a time extension, or if the CSU determines that a time extension would not be beneficial to the project, the CSU reserves the right to terminate negotiations and proceed with a secondary finalist.

3.1.6 EXECUTION OF THE AGREEMENT
The Agreement shall be signed by the Contractor and returned, along with the required attachments to the CSU within fourteen (14) calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Any work performed prior to receipt of a fully executed contract shall be at Contractor’s own risk.

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

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

3.1.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION INCENTIVE
In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Bidders that achieve a minimum of three percent DVBE participation. 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.

The bid incentives levels are as follows:

<table>
<thead>
<tr>
<th>DVBE Participation</th>
<th>Incentive</th>
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<tr>
<td>3%</td>
<td>1%</td>
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<td>5%</td>
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<tr>
<td>7%</td>
<td>3%</td>
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<tr>
<td>9%</td>
<td>4%</td>
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<tr>
<td>10% and above</td>
<td>5%</td>
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</tbody>
</table>
For further information on this topic only, contact Darryl Dearborn at (562) 951-4581 or ddearborn@calstate.edu

(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 qualify for this incentive, the Bidder must meet at least three (3) percent DVBE Participation 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.

(c) Documentation Requirements. The Bidder must document its satisfaction of the DVBE participation level on the forms in the Appendices. Final determination of DVBE Participation Attainment by the Bidder shall be at the Trustees’ sole discretion.

(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

3.1.10 SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST
The State of California requires agencies to provide a five percent (5%) of cost preference to Bidders who qualify as a small business or a non-small business that commits 25% of the contract value to a certified small business. Only small businesses certified by The Office of Small Business and DVBE Services or a non-small business that commits 25% of the contract value to a certified small business are eligible to receive the preference. The rules and regulations of this law, including the definition of a small business for the delivery of services,
are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulation is available upon request. To claim the small business preference, which may not exceed $50,000 for any proposal, your firm or your designated subcontractor(s) must have its principal place of business located in California and be verified by the State of California, Office of Small Business and DVBE Certification (OSDC). See 3.1.9 (f) for contact information.

3.1.11 BID EVALUATION PREFERENCE
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 (LAMBA), 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.

3.1.12 ACCESSIBILITY TECHNOLOGY INITIATIVE – SECTION 508
California Government Code 11135 requires that the CSU comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:
- Telecommunication products, such as telephones;
- Information kiosks;
- Transaction machines;
- World Wide Web sites;
- Software and Operating Systems;
- Computers;
- Multimedia (including videotapes), and;
- Office equipment, such as copiers and fax machines.

3.1.13 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY
A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

3.1.14 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 CSU contact person listed elsewhere in this solicitation.

3.1.15 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:

1. 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
      Bidder 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.

2. 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.

3.1.16 LOSS LEADER
It is unlawful for any person engaged in business within this state to sell or use any article or
product as a “loss leader” as defined in Section 10730 of the Business and Professions Code.
“Loss leader” means any article or product sold at less than cost:
   (a) Where the purpose is to induce, promote, or encourage the purchase of other
       merchandise; or
   (b) Where the effect is a tendency or capacity to mislead or deceive purchasers to
       prospective purchases; or
   (c) Where the effect is to divert trade from or otherwise injure competitors.

3.1.17 BRAND NAMES
Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise
specified. Proposals meeting the indicated standards of quality will be considered, unless
otherwise specified, providing the proposal clearly describes the article offered and how it differs
from the referenced brands. Unless the contractor specified otherwise in the proposal, it is
understood the Contractor is offering referenced brands as specified. The CSU reserves the
right to determine whether a substitute offer is equivalent to and meets the standards of quality
indicated by the brand name references. The CSU may require a contractor offering a
substitute to supply additional descriptive material and sample.

3.2 BIDDER’S CERTIFICATION
By submitting a proposal, the Bidder certifies to comply with the following:

3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)
Bidder assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990,
which prohibits discrimination on the basis of disability, as well as all applicable regulations and
guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
3.2.2 UNFAIR PRACTICES ACT
Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS
Unless the contract is less than $25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

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

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

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

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).
3.2.6 NONCOLLUSION AFFIDAVIT
By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

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

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

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

3.2.10 ELECTRONIC WASTE RECYCLING ACT
In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.
SECTION 4 - PROPOSER REQUIREMENTS

The following are the requirements of the CSU. The bidder shall address each area and provide information on how these requirements are met.

Minimum Requirements – The criteria in this section will determine if the proposal will be eligible for further consideration.
1. The tool is to have the capability to support 40,000 or more seats as an enterprise wide solution (Reference Appendix K).
2. Allow the CSU to test and evaluate (bake-off) the tool on our machines for the minimum time of one week. The test may be web based.
3. The tool shall have a dashboard that allows a central view of all supported devices.
4. The bidder shall provide evidence of support of other large and/or higher education institutions.

A. General Requirements – Proposals that meet the above minimum requirements will be allowed to proceed to the requirements detailed below.
1. Please see Appendix K, DLP Survey Form. The form shall be addressed in its entirety. Additional information to the sections is acceptable.
2. The bidder shall have a minimum of 8X5 (Pacific Time) support in the form of a help desk and 800 numbers.
3. Vendors must submit a Voluntary Product Accessibility Template (VPAT) for each unique product/service offered (i.e. applications running on multiple platforms)
   1. Complete Voluntary Product Accessibility Template (VPAT) submitted for each unique product/service offered (i.e. applications running on multiple platforms)
      VPAT’s submitted should meet the following criteria:
      a. Include all applicable sections of the Section 508 standards for technical conformance (1194.21 through 1194.26 based on product type), functional conformance (1194.31), and documentation (1194.41).
      b. Correspond to the current version of the IT product/service being offered.
      c. Address all user interfaces (e.g. user-facing, administrative, and reporting). Where appropriate furnish separate VPATS for each interface.
2. Testing
   a. Product testing documentation which validates the accessibility information contained in the product VPAT.
3. Accessibility Roadmap
   a. A description of the specific steps and timelines by which known accessibility gaps will be remediated. This roadmap will enable our campus personnel to create an Equally Effective Access Plan (EEAAP) for the known accessibility gaps in the product. The EEAAP will assist the Disability Services personnel to better serve campus individuals with disabilities.
   b. A list of any workarounds for product accessibility gaps including:
      i. Use of alternative business processes (e.g. offering phone support until your web-based support tools are accessible).
ii. Use of a third-party product to replace or supplement functionality in your product (e.g. providing a programming interface which allows other applications to interact with content in your product).

c. An Accessibility Roadmap form is provided at: http://calstate.edu/Accessibility/EIT_Procurement/

B. Vendor Support
The CSU is seeking a vendor that shall provide support during the implementation phase and tool support in the form of a help desk with a minimum of 8 to 5 support hours (Pacific Time) and 800 numbers. The CSU also requires technical services for implementation to the pilot campuses. The CSU will provide in-house support but needs the vendor to be available for trouble-shooting. The CSU requires training services of 1 or 2 days at the Chancellor’s Office location to train the trainers. The vendor shall provide technical support of the VPAT(s) submitted.
SECTION 5 - SCOPE OF WORK

The CSU requests proposals and cost information from providers that can demonstrate their solution meet the requirements of this RFP. The CSU intends to deploy the DLP software across a large and diverse university system comprised of 23 campuses and the Chancellor’s Office. Vendors shall provide evidence that your solution has the ability to meet the criteria in Appendix K. Each proposal must address all the sections of Appendix K. Additional information regarding the responses to Appendix K is both desired and appropriate.

Your response shall:
- Demonstrate how your solution will provide uniform delivery and content.
- Address how the administration of the solution can be managed at the campus level.
- Provide information on administrator training of CSU personnel.
- Discuss the implications of employee use of your solution; specifically, what notification does the employee or user receive when sensitive data is found.
- Discuss how your solution will assist the CSU in the DLP posture.
- Describe how your solution may be connected to other devices.
- Provide information on ad hoc reporting and general reporting.
- Discuss and provide contact information of other large institutions or university systems you have provided a solution to. Contact information should include: Name, University, Phone number, and email address.
- Describe the marketing tools available to use for implementation.
- Discuss your experience with previous rollouts you have implemented that were similar size and scope to the CSU. Broadly describe what the CSU should expect for a roll out of this size and scope (use a timeline: 3 months, 6 months, etc.).
SECTION 6 –BUSINESS QUALIFICATIONS AND REQUIREMENTS

6.1 FIRM PERSONNEL
Provide the name of the account manager who would be assigned to the CSU. Describe the services to be provided by each individual. State the name and provide contact information of personnel associated with accessible technology and the VPAT submittal.

6.2 REFERENCES
Provide five (5) client references relating to the tool and associated services. Institutions similar in the size and scope of the CSU are preferred.
SECTION 7- EVALUATION AND SELECTION CRITERIA

7.1 SELECTION CRITERIA
The CSU will only consider proposals from financially responsible and responsive firms and organizations presently engaged in the business of providing data loss prevention products and services. The award will be made to the most responsible and responsive vendor whose proposal is determined to be the most advantageous to the CSU based on the evaluation criteria listed below in order of importance.

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

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

The CSU reserves the right to request from finalists to provide an in-person presentation of their tool. The purpose of the presentation is to give finalist an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm’s best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information. The in-person presentation is not to be used as a sales pitch. Sales pitches will not be accepted and may result in a reduction of points during the evaluation process.

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

7.3 POINT SCORING SCHEDULE

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 General Requirements</td>
<td>300</td>
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<tr>
<td>2 References</td>
<td>50</td>
</tr>
<tr>
<td>3 Demonstration</td>
<td>150</td>
</tr>
<tr>
<td>4 Cost</td>
<td>300</td>
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<tr>
<td>5 Product Evaluation</td>
<td>50</td>
</tr>
<tr>
<td>6 Accessibility (VPAT)</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>

Optional points:

<table>
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<th>Optional points</th>
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<tbody>
<tr>
<td>1 Small Business Preference Appendix C</td>
</tr>
<tr>
<td>2 DVBE Participation Incentive, Appendix D</td>
</tr>
<tr>
<td>3 Enterprise Zone Act (EZA),Appendix G</td>
</tr>
<tr>
<td>4 Target Area Contract Preference Act (TACPA) Appendix H</td>
</tr>
<tr>
<td>5 Local Agency Military Base Recovery Act (LAMBRA) Appendix I</td>
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</tbody>
</table>
7.4 EVALUATION CRITERIA
Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria noted below.

1. **General Requirements** Points: 300
   Proposers are required to fill out Appendix K in its entirety with comprehensive information. Incomplete or vague information may result in disqualification or a reduction in points.

3. **References** Points: 50
   This section will consider five (5) of the Bidder’s references of similar size and scope of the CSU.

4. **Demonstration** Points: 150
   Finalists are offered the opportunity to give a demonstration of their product. This section is to give the CSU the opportunity to view the tool, ask questions, and make an informed decision. Points will be awarded based on the quality of the product, ease of use, reporting capabilities, and dashboard properties.

5. **Cost** Points: 300
   Cost will be evaluated based on the categories as indicated on Appendix K. The lowest overall pricing proposal shall receive the maximum points. Points on proposals with a higher overall price shall be determined by dividing the lowest proposal price by the higher proposal price and multiplying by the maximum points as indicated below. **Pricing must be held for 180 days from proposal due date.**

   \[
   \text{Price of Lowest Proposal} \times \text{Maximum Points} = \text{Points Awarded}
   \]

   Price of Proposal

6. **Product Evaluation** Points: 50
   The demonstration finalist(s) will be required to provide their tool as a trial. It may be offered web based and should allow for multiple users to access it at the same time. It will be evaluated based on its adaptability, ease of implementation, ease of use, etc.

7. **Accessibility Technology Initiative (ATI) Section 508** Points: Pass/Fail
   This section will consider proposer’s VPAT submittal, compliance with Section 508 requirements, testing documentation, accessibility support and proposed improvement solution with implementation schedule to determine the vendor or partnership group that offers the most accessible solution that will provide access to this program for all CSU students irrespective of disability status (See Section 4 B).
SECTION 8 - INSTRUCTIONS, CONTENT, AND FORMAT

8.1 INSTRUCTIONS

8.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

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

Mary Carrillo  
E-mail: mcarrillo@calstate.edu

8.1.2 ERRORS AND OMISSIONS

If prior to the date fixed for submission of Proposal a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify the CSU of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice on the RFP website to all active Bidders, without divulging the source of the request for it. If the Proposer fails to notify the CSU of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

8.1.3 ADDENDA

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

8.1.4 CANCELLATION OF SOLICITATION

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

8.1.5 REVISIONS IN BID SOLICITATION

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

8.1.6 COMPLIANCE WITH RFP

To be compliant with the administrative requirements of this RFP, Bidder must meet the RFP requirements and complete and return the list of submittals in Section 8, Instructions, Content, and Format.

8.1.7 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other
irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. Statements made by a Bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Bidders and shall not be chargeable to the CSU.

8.1.8 DELIVERY OF PROPOSAL
The Proposal must be received at the Chancellor’s Office no later than the time indicated on the date and specified in Section 2, Schedule of Events. The Bidder is responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to the instrumentalties used to transmit the Proposal, including delay occasioned by the internal mailing system in the Office of the Chancellor, will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Bidder. The Proposal must be completed and delivered by the specified time in order to avoid disqualification for lateness due to difficulties in delivery. LATE, FAXED, OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

8.1.9 EXCEPTIONS
In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU’s Contact by e-mail.

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

8.1.11 WITHDRAWAL OF PROPOSAL
A Proposal may be withdrawn after it is received by the CSU by written request signed by the Bidder or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered. After the submission deadline, submittal shall be firm and may not be withdrawn for a period of 180 days.

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

8.1.13 CONFIDENTIAL MATERIAL
Bidder must notify the CSU in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The CSU shall have sole discretion to disclose or not disclose such material subject to any protective order that Bidder may obtain.

8.1.14 BIDDER’S COST
Costs for developing proposals and attending an interview or interviews are entirely the responsibility of the Bidder and shall not be chargeable to the CSU.

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

8.1.16 CONFIDENTIALITY
Final bids are public upon award of the contract; however the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder’s proposal shall be held in the strictest confidence until Notice of Intent to Award.

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

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

8.2.1 DELIVERY OF PROPOSALS
ADDRESS OR DELIVER PROPOSALS TO:
Mary Carrillo
Contract Services and Procurement, 5th Floor
CALIFORNIA STATE UNIVERSITY, OFFICE OF THE CHANCELLOR
401 Golden Shore, 5th Floor
Long Beach, California 90802-4210

Reference RFP No. 4040 on the package or box.

Map to CSU Office of the Chancellor:
http://www.calstate.edu/PA/info/CO_Map.shtml

8.2.2 LATE PROPOSALS
Sealed proposals must be received in the Chancellor’s Office no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Bidder is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal mailing system in the Office of the Chancellor will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor’s Office staff, shall be the responsibility of the Bidder.
8.2.3 MODIFICATIONS
A proposal may be modified after its submission by withdrawal and resubmission prior to the
time and date specified for proposal submission. Modification offered in any other manner, oral
or written, will not be considered.

8.2.4 COPIES REQUIRED
The Bidder must provide five (5) hard copies in a three-ring binder with tabbed indexes and one
(1) copy on a thumb drive or CD. A bidder may be disqualified if any copy of their proposal is
found to have material differences from the original copy.

Proposals should be prepared in such a way as to provide straightforward, concise delineation
of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Bidder’s
demonstrated capability to perform work of this type. Expensive bindings, colored displays,
promotional materials, graphics etc., are not necessary or desired. However, literature
describing the proposed services and extent of support included in the proposal should be
forwarded as part of the proposal.

Do not include additional graphics in the electronic copy that are not otherwise in the original
hard copy of the proposal. Do not include animation of any kind in the proposals. Emphasis
should be concentrated on conformance to the RFP instructions, responsiveness to the RFP
requirements, and on completeness and clarity of content.

8.2.5 PROPOSAL CONTENT AND FORMAT
All Bidders are also required to complete the RFP Submittals. Proposals shall adhere to the
following format for organization and content. Proposals must be divided into the individual
indexed tabbed sections listed below.

Section 1 - Cover Letter - The cover letter shall include:
1. A brief statement of intent to provide the product and services in this RFP.
2. Signature of an authorized officer of the organization.
3. Full contact information (overnight mailing address of the office from which the proposal
   is submitted, phone, fax, e-mail, etc.) of the individual designated as the primary CSU
   contact on this RFP and a secondary contact.
4. Acknowledgement receipt of all addenda issued.
5. Expressly state that, should the Bidder’s proposal be accepted, the Bidder agrees to
   enter into a contract under the terms and conditions as set forth herein.
6. Specific acceptance of the following administrative specifications.
   a. Non-responsive proposals include, but are not limited to, those that:
      1. Are irregular or not in conformance with RFP requirements and
         instructions
      2. Are conditional, incomplete, indefinite or ambiguous
      3. Have no signature or an improper one
      4. Are not submitted on time or are submitted at any time via fax or e-mail
   b. Minor informalities or irregularities in a proposal that are merely a matter of form
      and not substance and the correction of which would not be prejudicial to other
      proposals may be waived.

Proposals with unsigned cover letters will be rejected.

Section 2 - Exceptions and Confidential Information - Any and all exceptions to the RFP and
the General Provisions for IT Acquisitions must be listed on an item-by-item basis and cross-
referenced with the RFP document. If there are no exceptions, Bidder must expressly state that no exceptions are taken. Please Note: Taking exceptions to proposal requirements and/or the General Provisions for IT Acquisitions may render a Bidder’s proposal non-responsive and rejected from further consideration.

Section 3 - RFP Submittals - This section shall consist of the following response to:

1. Minimum Requirements
2. General Requirements
3. References
4. Demonstration
5. Cost
6. Appendix K, DLP Survey Form
7. Appendix B, Payee Data Form, STD 204
8. Appendix E, Cost
9. Appendix F, VPAT
10. Appendix J, Client References

Section 4 – Optional forms

1. Appendix C, Small Business Preference and Certification Request
2. Appendix D, Disabled Veteran Business Enterprise Participation Incentive
3. Appendix G, Enterprise Zone Act (EZA), STD 830
4. Appendix H, Target Area Contract Preference Act (TACPA), STD 831
5. Appendix I, Local Agency Military Base Recovery Area (LAMBRA) Act, STD 832
AGREEMENT

THIS AGREEMENT, made and entered into this _______________, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called CSU and

CONTRACTOR’S NAME, hereafter called Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

The Contractor shall provide online course and program delivery services for Cal State Online in accordance with the following Riders:

Rider A, Scope of Work, consisting of xx pages;
Rider B, CSU General Provisions for IT Acquisitions, consisting of fifteen (15) pages;
Other Riders – RFP No. 4040 and Contractor’s response to RFP No. 4040 dated ____________ as provided by and on file with the CSU are made a part of the Agreement by reference.

The term of this Agreement shall be from the date of this agreement through _______________ (4 years) with two one-year options to renew as agreed upon by both parties.

The total authorized expenditure shall not exceed __________________________________________________.

Contractor shall report to William Perry, Chief Information Management & Security Officer, Information Security Department.

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

UNIVERSITY

Trustees of the California State University

BY (AUTHORIZED SIGNATURE) DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

DEPT. Contract Services & Procurement

ADDRESS

CONTRACTOR

REQUIRED CHARTFIELD DISTRIBUTION

ACCOUNT Fund Dept ID Program

TOTAL AMOUNT ENCUMBERED TO DATE

OPTIONAL CHARTFIELD DISTRIBUTION

CLASS Proj/Grt

CRL 018 – 1/27/04
Payee Date Records, STD 204

Download and complete appropriate form at:  http://www.calstate.edu/CSP/vendor_tax_info.shtml
SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

Project No. ___________________________  Project Name ___________________________

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

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

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

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

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

IMPORTANT NOTICE (Read before signing)

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

Legal Name Style of Bidder(s): ___________________________

Signature of Bidder: ___________________________  Date ___________________________

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

Name of Firm: ___________________________  Is Firm a Listed Subcontractor?  ○ YES-Percentage____  ○ NO

Special attention is directed to section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.
I. STATEMENT OF DVBE PARTICIPATION INCENTIVE

In accordance with Government Code section 14838(f), and Military and Veterans Code Sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only 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 as referenced in the bid documents. 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.

II. DEFINITIONS

The following definitions have general applicability throughout this document.

A. **Trustees** as used herein, means the Board of Trustees of the California State University and includes any division or campus thereof which has been delegated the authority to enter into contracts on behalf of the Trustees, and any person acting under authority of such delegation.

B. **Bidder** as used herein means any person or entity making an offer or proposal, competitively or non-competitively, for the purpose of securing the awarding or letting of a contract by the Trustees.

C. **Disabled Veteran** as used herein means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.

D. **Disabled Veteran Business Enterprise (DVBE)** as used herein means a business concern certified by the Office of Small Business and DVBE Services Certification Programs.

III. DVBE PARTICIPATION INCENTIVE

A. **General**

The bidder must clearly document DVBE participation by completing the require forms and (if appropriate) disclosing any relevant information about their planned use of DVBE’s.

B. **Required Participation Incentive Documentation**

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

1. **DVBE Transmittal Form**

Bidders must fill out and attach the DVBE Transmittal Form as a cover sheet to the required documents and submit it and the additional required documentation within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.
2. **Summary of Disabled Veteran Owned Business Participation Incentive (Attachment 1)**

Attachment 1, Summary of Disabled Veteran Owned Business Participation Incentive, must be completed showing the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:

(a) **Company Name** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.

(b) **Nature of Work** - identify the proposed work or service to be provided by the listed company.

(c) **Contracting With** - list the name of the department or company with which the company listed is contracting.

(d) **TIER** - the contracting tier should be indicated with the following level designations:
   
   0 = Prime contractor;
   
   1 = First tier subcontractor/supplier;
   
   2 = Second tier subcontractor/supplier of first tier subcontractor/supplier;
   
   3 = Third tier subcontractor/supplier of second tier subcontractor/supplier; etc.

(e) **Claimed DVBE Value** - the total dollar amount of the value claimed by a disabled veteran business enterprise.

(f) **Percentage of Contract** - compute the percentage (%) the claimed DVBE value is of the total contract dollar amount.

(g) **DVBE Certification** - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Services and DVBE Services Certification Programs for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation Incentive.

3. **Bidder’s Certification (Attachment 2)**

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

C. **Timeframe for Submitting Documentation**

The DVBE participation incentive documentation must be submitted within the timeframe specified in the bid solicitation, or if not specified therein, within a timeframe otherwise designated by the Trustees. Failure to submit full and accurate documentation within the specified or designated timeframe will result in your firm being deemed non-responsive, and thus ineligible for award of the contract.

IV. **USE OF PROPOSED DVBE**

If awarded the contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in
compliance with the Subletting and Subcontracting Fair Practices Act (Article 4.04) and Military and Veterans Code 999.5(e).

V. REPORTING OF DVBE UTILIZATION

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

VI. ADDITIONAL DVBE INFORMATION SOURCES

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

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

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

Telephone number: (800) 559-5529 or (916) 375-4940 or by fax at (916) 375-4950
Email: osdchelp@dgs.ca
Or, via the Internet at http://www.pd.dgs.ca.gov/dvbe/aboutcerts.htm

VII. CONTRACT AUDITS

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

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

Campus: 

Project Name: 

Project Number: 

Bid Date: 

Name of Contractor Submitting Bid: 

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

____ Attachment 1: Summary of DVBE Participation Incentive

____ Attachment 2: Bidder’s Certification of DVBE Status of Subcontractors and Suppliers

____ Attachment of Any Additional Supporting Documentation
THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

SUMMARY OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION INCENTIVE

<table>
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<tr>
<th>COMPANY NAME</th>
<th>NATURE OF WORK</th>
<th>CONTRACTING WITH</th>
<th>TIER</th>
<th>CLAIMED DVBE VALUE $</th>
<th>PERCENTAGE OF CONTRACT (%)</th>
<th>OSDS DVBE CERTIFICATION</th>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Executed on: ___________________________, at __________________________ in the state of __________________________

Date  City

Signature of Contractor or Authorized Agent

Printed Name

Project Name

Project Number

Firm Name

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

Date

Signature of Authorized Agent

Title
Pricing should be based on 40,000 or more seats or unlimited, please distinguish between the two.
Please provide pricing for four (4) consecutive years plus two (2) one-year renewal options with a per person/seat break down.
Any cost saving incentives should be included in this section of your response.

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Cost</td>
<td>Rollout Cost (implementation &amp; administrator training)</td>
<td>Annual Renewal</td>
<td>Totals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Pricing must be held for 180 days from Proposal Due Date.
CSU GUIDE TO COMPLETING THE VOLUNTARY PRODUCT EVALUATION TEMPLATE (VPAT) .......... 2

Purpose: ............................................................................................................................................... 2

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Purpose:

This document will provide Vendors with instructions as to how they are expected to complete the Voluntary Product Evaluation Template (VPAT) for the California State University.

Background:

In 2001, the Information Technology Industry Council partnered with the General Services Administration to create a tool that would assist Federal contracting and procurement officials in fulfilling the market research requirements specified in Section 508. The result of their collaboration was the 508 Evaluation Template – a simple, web-based checklist that allows Vendors to document how their product did or did not meet the various Section 508 Requirements.

How the Voluntary Product Evaluation Template (VPAT) is organized:

The Voluntary Product Evaluation Template (VPAT) consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product’s overall “level-of-compliance” with the Section 508 Standards. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs of each section of the Standards. It is within these Section 1194.xx Tables that you will define in detail how your product did or did not comply with a specific requirement.

Understanding the columns

Use the following to understand the use of the three columns in both the Summary Table and the individual Section 1194.xx Table:

<table>
<thead>
<tr>
<th>Summary Table</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Column Name</td>
<td>Use</td>
</tr>
<tr>
<td>Criteria:</td>
<td>Describes Subparts B, C, and D of the Section 508 Standards.</td>
</tr>
<tr>
<td>Supporting Features:</td>
<td>To Enter information summarizing a product’s overall “level-of-support” for the corresponding Subpart or, when appropriate, to specify Not Applicable.</td>
</tr>
<tr>
<td>Remarks/Explanations:</td>
<td>To Enter general comments regarding a product’s overall “level-of-compliance” with the Applicable Subpart.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 1194.xx Table</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Column Name</td>
<td>Use</td>
</tr>
<tr>
<td>Criteria:</td>
<td>Describes a specific guideline that a Subpart is composed of.</td>
</tr>
<tr>
<td>Supporting Features:</td>
<td>To Enter information summarizing a product’s “level-of-support” for a specific guideline.</td>
</tr>
<tr>
<td>Remarks/Explanations:</td>
<td>To Enter detailed information on how the product did or did not support a specific guideline.</td>
</tr>
</tbody>
</table>
What information do I enter in columns 2 and 3?

The Supporting Features and Remarks/Explanations columns are used to document exactly how a product did or did not meet the Section 508 Standards. In order to promote consistency in Vendor responses, which will ensure a quicker review process by CSU’s contracting and procurement officials, we encourage you to answer these columns in the following manner:

### Supporting Features (second column on 508 Evaluation Template)

<table>
<thead>
<tr>
<th>Language</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supports</td>
<td>Product <strong>FULLY meets</strong> the letter and intent of the Criteria.</td>
</tr>
<tr>
<td>Supports with Exceptions</td>
<td>Product <strong>does not ENTIRELY</strong> meet the letter and intent of the Criteria, but does provide some level of access.</td>
</tr>
<tr>
<td>Supports through Equivalent Facilitation</td>
<td>Product provides alternative methods to <strong>meet</strong> the intent of the Criteria.</td>
</tr>
<tr>
<td>Does not Support</td>
<td>Product <strong>does not</strong> meet the letter or intent of the Criteria.</td>
</tr>
<tr>
<td>Not Applicable</td>
<td>The Criteria <strong>does not</strong> apply to the product.</td>
</tr>
</tbody>
</table>

### Remarks & Explanations (third column on 508 Evaluation Template)

<table>
<thead>
<tr>
<th>If 2nd column states…</th>
<th>Then…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supports</td>
<td>List exactly <strong>what</strong> features of the product <strong>do</strong> meet and describe <strong>how</strong> they are used to support the Criteria.</td>
</tr>
<tr>
<td>Supports with Exceptions</td>
<td>List exactly <strong>what</strong> features of the product <strong>do</strong> meet and describe <strong>how</strong> they are used to support the Criteria. AND List exactly <strong>what</strong> parts of the product <strong>do not</strong> meet and describe <strong>how</strong> they fail to support the Criteria.</td>
</tr>
<tr>
<td>Supports through Equivalent Facilitation</td>
<td>List exactly <strong>what</strong> other methods exist in the product and describe <strong>how</strong> they are used to support the Criteria.</td>
</tr>
<tr>
<td>Supports when combined with Compatible Assistive Technology</td>
<td>Use this language when you determine the product fully meets the letter and intent of the Criteria when used in combination with Compatible Assistive Technology. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).</td>
</tr>
<tr>
<td>Does not Support</td>
<td>Describe exactly <strong>how</strong> the product <strong>does not</strong> support the Criteria.</td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>Not Applicable</td>
<td>Describe exactly <strong>why</strong> the criteria is not applicable to the product.</td>
</tr>
<tr>
<td>Not Applicable -- Fundamental Alteration Exception Supplies</td>
<td>Use this language when you determine a Fundamental Alteration to the product would be required to meet the Criteria (see the Access Board standards for the definition of “fundamental alteration”).</td>
</tr>
</tbody>
</table>
Typical Scenario for Completing a Voluntary Product Evaluation Template (VPAT):

To begin the process of completing the Voluntary Product Evaluation Template (VPAT), you should enlist the services of your company’s technical specialist for the product being sought for purchase. The reason for this is because CSU requires a measure of technical detail in your responses. Once you’ve enlisted their assistance:

1) Determine which sections of the **Technical Standards (Subpart B-1194.21-26)** apply to your product.* In some cases more than one set of Technical Standards will apply.

2) Keep in mind that you must **always** complete the **Information, Documentation, and Support (Subpart D – 1194.41)** sections of the Voluntary Product Evaluation Template (VPAT).

3) Fill out the **Functional Performance Criteria (Subpart C – 1194.31)** if you are claiming Equivalent Facilitation. Equivalent Facilitation must yield equal or greater access.

4) For each section that applies, determine if your product does or does not meet the specific Criteria elements.

5) Using the information found in the How the Voluntary Product Evaluation Template (VPAT) is organized section, document in the **Section 1194.xx Tables** exactly how your product **did** or **did not** meet the applicable standard.
   - If your product **supports** the standard, provide detailed examples of **what** accessibility features exist and **how** they are used to support the standard.
   - If your product **does not support** the standard, remember that Section 508 allows for products to meet the Access Board Standards in innovative, non-traditional ways. Your product can meet the standard by providing an innovative solution, as long as the feature performs in the same manner as it does for any other user.
   - If your product **does not** possess an **innovative, non-traditional way** of access to the standard, provide detailed examples of exactly **how** the product **did not** meet the standard.

6) Once you’ve documented in the **Section 1194.xx Tables** exactly how your product **did** or **did not** meet the standard, return to the **Summary Table** and document the product’s overall “level-of-conformance” in each of the applicable sections.

7) Post your final Voluntary Product Evaluation Template (VPAT) on your company’s web site. Please keep in mind that it is the Vendor’s responsibility to maintain the integrity of the data on the Voluntary Product Evaluation Template (VPAT). The information provided on your Voluntary Product Evaluation Template (VPAT) is considered to be a self-representation unless expressly affirmed otherwise.

8) When responding to any CSU request for proposals, the Vendor must submit a completed and up-to-date Voluntary Product Evaluation Template (VPAT) with the submission. Proposals without an attached completed Voluntary Product Evaluation Template (VPAT) may be disqualified from competition.

*Please Note:* Any **WEB** application being purchased by CSU **requires** the Vendor to complete **Section 1194.21** of the Voluntary Product Evaluation Template (VPAT) in addition to **Sections 1194.22, 1194.31** and **1194.41**.
Date:
Name of Product:
Contact for more Information:

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1194.21 Software Applications and Operating Systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.22 Web-based internet information and applications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.23 Telecommunications Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.24 Video and Multi-media Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.25 Self-Contained, Closed Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.26 Desktop and Portable Computers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.31 Functional Performance Criteria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 1194.41 Information, documentation, and support</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 1194.21 Software Applications and Operating Systems

* Refer to (http://www.access-board.gov/sec508/guide/1194.21.htm) for details on the guidelines listed below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features 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</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

(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.

(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.

(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.

(g) Applications shall not override user selected contrast and color selections and other individual display attributes.

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.

(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.

(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.
(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.

(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.

Section 1194.22 Web-based Internet information and applications
* Refer to (http://www.access-board.gov/sec508/guide/1194.22.htm) for details on the guidelines listed below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) A text equivalent for every non-text element shall be provided (e.g., via &quot;alt&quot;, &quot;longdesc&quot;, or in element content).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Documents shall be organized so they are readable without requiring an associated style sheet.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Redundant text links shall be provided for each active region of a server-side image map.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Row and column headers shall be identified for data tables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Frames shall be titled with text that facilitates frame identification and navigation</td>
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<td></td>
</tr>
</tbody>
</table>
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

(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.

(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.

(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 U1194.21(a) through (l).

(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 form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

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.
### Section 1194.23 Telecommunications Products

* Refer to [http://www.access-board.gov/sec508/guide/1194.23.htm](http://www.access-board.gov/sec508/guide/1194.23.htm) for details on the guidelines listed below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
coupling to hearing technologies shall be provided.

(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.

(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 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 tactiley discernible without activating the controls or keys.

(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.

(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.

(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.

Return to the top of the page.
### Section 1194.24 Video and Multi-media Products


<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) All analog television displays 13 inches and larger, and computer equipment that includes analog 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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](http://www.access-board.gov/sec508/guide/1194.25.htm)) for details on the guidelines listed below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(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.

(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.

(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.

(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.

(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.

(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

(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.

(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.

(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.

(j)(4) Products which are freestanding, non-portable, 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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) All mechanically operated controls and keys shall comply with Û1194.23 (k) (1) through (4).</td>
<td></td>
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<tr>
<td>(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with Û1194.23 (k) (1) through (4).</td>
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<tr>
<td>(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.</td>
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<tr>
<td>(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards</td>
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</tbody>
</table>

Return to the top of the page.

### Section 1194.31 Functional Performance Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) At least one mode of operation and information 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.</td>
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</tr>
<tr>
<td>(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.</td>
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</tr>
<tr>
<td>(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.</td>
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<tr>
<td>(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.</td>
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</tbody>
</table>

Return to the top of the page.
Section 1194.41 Information, documentation, and support

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.</td>
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<tr>
<td>(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.</td>
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<tr>
<td>(c) Support services for products shall accommodate the communication needs of end-users with disabilities.</td>
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</tbody>
</table>

Return to the top of the page.
Section I. 1% TO 4% WORKFORCE PREERENCE

<table>
<thead>
<tr>
<th>Enterprise Zone Name</th>
<th>Labor Hours</th>
<th>Street Address</th>
<th>City, County, State</th>
<th>Zip Code</th>
<th>Phone Number</th>
<th>Firm Name and Contract Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td></td>
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</tr>
</tbody>
</table>

Completes for all sites located within the EZA preference area(s).

Section I. 5% (WORKERGES) PREREFERENCE ELIGIBILITY AND LABOR HOURS

Complete this form only to request EZA preferences for this bid.

FOR GOODS AND SERVICES SOLUTIONS

ENTERPRISE ZONE ACT (EZA) REQUEST

STIP 00 (REV. 12/2009) PARENT

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

DISTURB RESOLUTION AND PREFERENCE PROGRAMS
Section II. 1% to 4% Workforce Preference

<table>
<thead>
<tr>
<th>TOTAL PROJECTED LABOR HOURS:</th>
<th>0.00</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Section I. Certification for Workforce and Workforce Preferences

Section III. Certification for Workforce and Workforce Preferences

To receive TACP preference, the following certification must be completed and signed by the bidder.

10/09/2009 (Front)
The bidder must explain, in activity, their firm’s projected contract hours by completing the request.

The proper types to be performed at the proposed site will result in a general of the desired contract by using the TCA/PA study.

Therefore, as defined in Section II, the contractor shall be required to perform the performance contract for the materials and labor summed in the contractor for the services.

The study must satisfy the needs of the contractor for the services and labor.

The bidder must explain, in activity, their firm’s projected contract hours by completing the request.

The proper types to be performed at the proposed site will result in a general of the desired contract by using the TCA/PA study.

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The study must satisfy the needs of the contractor for the services and labor.
To receive LAMBA preference, the following certification must be completed and signed by the bidder:

Section II. CERTIFICATION FOR WORKFORCE PREPREFERENCES

1% to 4% WORKFORCE PREPREFERENCES

<table>
<thead>
<tr>
<th>TOTAL PROJECTED LABOR HOURS</th>
<th>000</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>LAMBA Site Name</th>
<th>Projected Hours</th>
<th>Workforce Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAMBA AREA (A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(B) or (C)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(F)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Complete for all sites located within the LAMBA Area.

Section III. % WORKSITE (PREFERENCE ELIGIBILITY AND LABOR HOURS)

The additional space, as needed, to report workforce information:

<table>
<thead>
<tr>
<th>Firm Name and Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
</tr>
<tr>
<td>Worksite Address:</td>
</tr>
<tr>
<td>STREET ADDRESS:</td>
</tr>
<tr>
<td>CITY, STATE, ZIP CODE:</td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
</tr>
</tbody>
</table>

(Any additional space as needed, to report workforce information)

Section IV. DISPUTE RESOLUTION AND PREPREFERENCES PROGRAMS

State of California - Department of General Services

Local Agency Militant Base Recovery Area (LAMBA) preferences are available only if the lowest responsible bid and the resulting contract exceed $100,000.

Complete this form if you request LAMBA preferences for this bid.
Section I

Certification for Worksite and Workforce Preferences

The bidder must sign the certification contained in section II of the IMDAFA, section 717(b), to indicate that at least one eligible California LAMBA workforce candidate will be included in the eligible California LAMBA workforce by onboarding the qualified candidate as an employee of the contractor.

Section II

Workforce Preference Eligibility and Labor Provisions

The local agency may require the contractor to include a California LAMBA workforce candidate in the eligible California LAMBA workforce by onboarding the qualified candidate as an employee of the contractor.
REFERENCES FORM

Firm #1 - Name of Firm: ________________________________________________________
Address of Firm: _____________________________________________________________
Contact Person: __________________________ Phone No. (   ) _________________
Date of Project: From: ________________________ To: _____________________________
Contract value: ______________________________________________________________
Brief Description of Case History if applicable:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Firm #2 - Name of Firm: ________________________________________________________
Address of Firm: _____________________________________________________________
Contact Person: __________________________ Phone No. (   ) _________________
Date of Project: From: ________________________ To: _____________________________
Contract value: ______________________________________________________________
Brief Description of Case History if applicable:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Firm #3 - Name of Firm: ________________________________________________________
Address of Firm: _____________________________________________________________
Contact Person: __________________________ Phone No. (   ) _________________
Date of Project: From: ________________________ To: _____________________________
Contract value: ______________________________________________________________
REFERENCES FORM

Brief Description of Case History if applicable:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Firm #4 - Name of Firm: ________________________________________________________
Address of Firm: ______________________________________________________________
Contact Person: _________________________________ Phone No. (   ) _________________
Date of Project:    From: ________________________ To: _____________________________
Contract value: ________________________________________________________________
Brief Description of Case History if applicable:

______________________________________________________________________________

______________________________________________________________________________

Firm #5 - Name of Firm: ________________________________________________________
Address of Firm: ______________________________________________________________
Contact Person: _________________________________ Phone No. (   ) _________________
Date of Project:    From: ________________________ To: _____________________________
Contract value: ________________________________________________________________
Brief Description of Case History if applicable:

______________________________________________________________________________
Directions:

Indicate your level of support for each of the requirements and desirables. The levels of support and their meanings can be found in the legend below. A check in the box under "SUP" means that your product supports the requirement right "out-of-the-box".

<table>
<thead>
<tr>
<th>Response</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUP</td>
<td>Supported as delivered &quot;out-of-the-box&quot;</td>
</tr>
<tr>
<td>MOD</td>
<td>Supported via modifications (screen configurations, reports, GUI tailoring, etc.)</td>
</tr>
<tr>
<td>3RD</td>
<td>Supported via a third party solution</td>
</tr>
<tr>
<td>CST</td>
<td>Supported via customization (changes to source code)</td>
</tr>
<tr>
<td>FUT</td>
<td>Will be supported in a future release</td>
</tr>
<tr>
<td>NS</td>
<td>Not supported</td>
</tr>
<tr>
<td>Comments</td>
<td>Relevant vendor comments</td>
</tr>
</tbody>
</table>
### Section 1: Scanning and discovery of sensitive data-at-rest on:

<table>
<thead>
<tr>
<th>Data Leakage Protection</th>
<th>SUP</th>
<th>MOD</th>
<th>3RD</th>
<th>CST</th>
<th>FUT</th>
<th>NS</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Endpoints (desktops, Laptops, Removable storage, Remote computers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.2 File shares (SAN &amp; NAS)</td>
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<tr>
<td>1.3 Databases (include SQL and Oracle)</td>
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<tr>
<td>1.4 Standard operating systems (Windows, Mac, Linux, Unix)</td>
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<td></td>
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<tr>
<td>1.5 Email applications and servers, websites, and SharePoint</td>
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<tr>
<td>1.6 Portable storage including: USB, CD/DVD, Home storage, smartphones, and tablets</td>
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<tr>
<td>1.7 All file types (responders provide a list of those supported)</td>
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</tr>
</tbody>
</table>

### Section 2: Desirables

- **2.1** Centralized console for management and reporting (Executive, compliance, technical, & trending) with role based access for different business units
- **2.2** Centralized deployment of agent and policies
- **2.3** Centralized/automated scanning/discovery
- **2.4** LDAP Integration
- **2.5** Compliance-specific policies (HIPAA, PCI-DSS, FERPA, State/Federal (list those covered)
- **2.6** Responders should have a market presence in this technology (5 References)
- **2.7** Agents/scanning should have no impact on endpoint performance
- **2.8** Ability to tune (false positive reduction)

### Section 3: Desirables

- **3.1** Integration with Digital Rights Management (DRM)
- **3.2** Removable device encryption
- **3.3** Endpoint agents and rules should be centrally managed by the same DLP management sever that controls data in motion and at rest.
- **3.4** Policy creation and management should be fully integrated with other DLP policies in a single interface
- **3.5** Endpoint agent should use the same content analysis techniques and rules as the network servers/appliances
- **3.6** Rules (policies) should adjust based on where the endpoint is located (on or off the network). When the endpoint is on a managed network with gateway DLP, redundant local rules should be skipped to improve performance
- **3.7** Agent deployment should integrate with existing enterprise software deployment tools.