DATE: September 25, 2019
TO: RFQ/RFP Recipients
FROM: Elvyra F. San Juan, Assistant Vice Chancellor

SUBJECT: Request for Qualifications/Request for Proposal for Research and Planning Services: CSU Enrollment Demand, Capacity Assessment and Cost Analysis for Campus Sites

The California State University (CSU) provides the attached Request for Qualifications/Request for Proposals for Research and Planning services. The Service Provider will provide a comprehensive study on the long-term enrollment demand for California higher education and within five distinct regions; assess the use of existing campuses of the California State University and its off-campus centers to accommodate the demand; and assess siting and costs of new CSU campuses based on the need to provide access to four-year undergraduate and graduate degree programs and educational services.

Based on the proposed scope of work and schedule it is anticipated the Service Provider will assemble a team to provide the areas of expertise needed for this RFP.

Please see attached RFQ/RFP for Research and Planning Services and Study Deliverables for further information on submittal requirements and scope of work.

Any questions or request for information shall be directed via email only to Chanda Dip, Associate University Planner, Capital Planning, Design and Construction, chdip@calstate.edu with the subject line “New Campus Site Study RFQ”.

Attachments
Exhibit 1: RFQ/RFP for Research & Planning Services, Enrollment Demand, Capacity Assessment and Cost Analysis
Exhibit 2: Study Deliverables
Exhibit 3: Sample Service Agreement and General Provisions
ESJ:CD

Distribution:
Edward Sullivan, Assistant Vice Chancellor, Academic Research and Resources, CSU Office of the Chancellor
Ryan Storm, Assistant Vice Chancellor, System Budget, CSU Office of the Chancellor
Nathan Evans, Chief of Staff and Senior Advisor, CSU Office of the Chancellor
Paul Gannoe, Chief of Planning and Design, CSU Office of the Chancellor
Warren Jacobs, Interim Director of Architecture, CSU Office of the Chancellor
Meaghan C. Smith, Principal University Planner/Project Manager, CSU Office of the Chancellor
Chanda Dip, Associate University Planner, CSU Office of the Chancellor
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL
FOR
RESEARCH & PLANNING SERVICES

Enrollment Demand, Capacity Assessment and
Cost Analysis for Campus Sites Study

The California State University requests a proposal from teams of research, planning and design firms servicing the field of publicly funded higher education to prepare a study addressing enrollment demand, conduct site assessments and provide a cost analysis for new campus sites.

Scope of Work
The need to provide access to four-year undergraduate and graduate degree programs and educational services in the State of California is the basis of the study.

The Service Provider will provide a comprehensive study on:

- The long-term enrollment demand for California higher education statewide and within five distinct regions;
- Assess the use of existing campuses of the California State University (CSU) and its off-campus centers to accommodate the demand;
- Assess siting and costs of developing new CSU campuses.

The Service Provider will research California’s future workforce needs and discuss the forward-thinking academic programs to support the needs of the local, state and global workforce. The analysis of enrollment demand will specifically include the following sites to be investigated for a potential CSU in the context of statewide demand: Concord, Chula Vista, Palm Desert, and the counties of San Mateo and San Joaquin.

For the new sites, the Service Provider will identify suitable real property for potential acquisition and identify acquisition and development costs.

The Service Provider will develop operational cost estimates for university faculty and administration for an institution that would grow to 7,500 FTE in its first five years of operation and have sufficient real property to grow to 15,000 FTE in a forty-year horizon.
Per Exhibit 2, the Service Provider will research, collect and analyze data, summarize conclusions, identify and compare alternatives, prepare draft reports and a final report. The CSU will provide the Service Provider with available CSU enrollment, operational cost and capital facilities data to facilitate the report development.

Exhibit 3 is a sample Service Provider Agreement that will used by the CSU to contract with selected firm for the final Scope of Work.

<table>
<thead>
<tr>
<th>RFQ/RFP Schedule</th>
<th>DATE</th>
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<tr>
<td>RFQ/RFP Released</td>
<td>September 25, 2019</td>
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<tr>
<td>RFQ Submittals Due</td>
<td>October 10, 2019</td>
</tr>
<tr>
<td>RFP Proposal Due</td>
<td>October 17, 2019</td>
</tr>
<tr>
<td>Shortlist Notification (2-3 Teams)</td>
<td>Week of October 21, 2019</td>
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<tr>
<td>Interviews</td>
<td>Week of October 28, 2019</td>
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<tr>
<td>Successful Team Notified</td>
<td>Week of October 28, 2019</td>
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<tr>
<td>Contract Processing</td>
<td>November 2019</td>
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<tr>
<td>Meeting with Chancellor’s Office</td>
<td>TBD</td>
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<td>Meeting with Campuses</td>
<td>TBD</td>
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<td>Meeting with Stakeholders</td>
<td>TBD</td>
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<tr>
<td>Draft Report Due</td>
<td>May 1, 2020</td>
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<tr>
<td>Final Report Due</td>
<td>June 1, 2020</td>
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RFQ/RFP Submittal Content and Format
The CSU is looking for a creative, analytical, responsive and best qualified team that will collaborate with the Chancellor’s Office and CSU campuses to successfully complete the study.

Proposals should be concise and contain a cover letter that highlights the firm and/or team’s unique qualifications, and primary point of contact name, telephone number and direct email address.

In order to be considered complete, qualifications should be organized per the sections listed below for scoring criteria in sequential order with adequate supporting materials as necessary for the CSU team to make an informed selection. Proposals must identify any exceptions taken to the CSU proposed terms and conditions as provided in Exhibit 3.

All interested applicants are required to inform the Chancellor’s Office no later than 5:00 PM, October 2, 2019 by sending an email to Chanda Dip, chdip@calstate.edu, with the subject line “New Campus Site Study RFQ” indicating their interest in responding to this RFQ/RFP and providing an email reply address to receive confirmation and for use in future correspondence.
Selection Process and Criteria
All Qualifications will be examined for merit and ranked by the selection committee according to the quality and responsiveness. Successful Qualification Statements will be placed on a shortlist, and it is the intention of the University to invite 2-3 firms for interviews where the above qualifications will be further discussed.

The selection committee seeks project teams exhibiting strong research and analytical skills, can synthesize large amounts of data, campus planning skills and has demonstrated experience with comparable or relatable studies at large higher education institutions. Lead firm shall have a California-based office for contracting purposes.

Major considerations in the team/firm selection will be based upon the criteria noted below.

Scoring Criteria

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<tr>
<th>Category</th>
<th>Points</th>
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<tr>
<td>Cover letter, project approach to study, project team and organization chart, completeness of proposal (TAB 1)</td>
<td>15</td>
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<tr>
<td>Campus and Stakeholder outreach/engagement plan, demonstration of objectivity, schedule (TAB 2)</td>
<td>15</td>
</tr>
<tr>
<td>Methodology for collecting and generating enrollment projections, academic plan approach, workforce needs and future thinking (TAB 3)</td>
<td>30</td>
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<tr>
<td>Understanding of campus and systemwide university operations (TAB 4)</td>
<td>30</td>
</tr>
<tr>
<td>Site assessment, master planning, utilization, space standards, and capital program development experience (TAB 5)</td>
<td>30</td>
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<tr>
<td>Proposed Fee &amp; Billing Rates (to be submitted separately) and identify any exceptions to the CSU’s proposed terms and conditions</td>
<td>30</td>
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<tr>
<td>Total possible</td>
<td>150</td>
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Submittals
RFQ submittals should not exceed 30 pages (not including tabs or cover sheet). The submittal must be received in the CSU Office of the Chancellor by 4:30 PM, Thursday, October 10, 2019, during the Hours of Business, Monday through Friday, 8:00 AM to 5:00 PM, at the following address: California State University Office of the Chancellor, 401 Golden Shore, Long Beach, California 90802, Attention: Chanda Dip, Associate University Planner, Capital Planning, Design and Construction.

Firms shall submit five (5) physical copies and five (5) thumb drives of the complete submittal in Adobe PDF format electronic version.

RFP submittal (Proposed Fee and Billing Rates) must be received in the CSU Office of the Chancellor by 4:30 PM, Thursday, October 17, 2019, during the Hours of Business, Monday through Friday, 8:00 AM to 5:00 PM, at the following address: California State University Office of the Chancellor, 401 Golden Shore, Long Beach, California 90802,
Attention: Chanda Dip, Associate University Planner, Capital Planning, Design and Construction.

Firms shall submit two (2) physical copies and one (1) thumb drive of the complete submittal in Adobe PDF format electronic version.

Questions
During the selection process, any questions or request for information shall be directed via email only to Ms. Chanda Dip, Associate University Planner, Capital Planning, Design and Construction at chdip@calstate.edu, the subject line “New Campus Site Study RFQ”. The Chancellor’s Office will make concerted efforts to address any questions or requests in a timely manner to all teams that indicate intent to submit as noted above.

End of Request for Qualifications/Proposals
Enrollment Demand, Capacity Assessment and Cost Analysis for Campus Sites Study
California State University

Study Deliverables
A final report of the process and resulting outcomes shall be documented in clear language and graphics, for use in print and on-line. Final project deliverables are described below.

A. Enrollment – Assess regional and statewide enrollment demand for higher education:
   a. Assess regional and state enrollment demand for higher education from K-12 institutions (public and private), while addressing high school graduation requirements that meet A-G eligibility standards.
   b. Identify the impact to enrollment from community college transfers.
   c. Develop a long-range enrollment projection for the state considering Department of Finance demographics and other agencies as applicable.
   d. Identify enrollment demand for the existing CSU campuses and off-campus centers.
      i. Identify barriers to serving increased enrollment, including the reasons campuses are impacted, i.e. facility or other restrictions.
      ii. Identify other means to provide access, including on-line degree programs, summer courses, or expansion of on-line course offerings.
   e. Identify unserved enrollment that would be accommodated by new campus sites.
      i. This assumes the existing campus will grow to their master plan ceiling
      ii. Assess ability to increase master plan enrollment ceiling at existing campuses
      iii. This also assumes that the redirection program will remain in force
   f. As an alternative, identify the enrollment demand for the new campus sites based on regional K-12 and Community College transfer projections.
      i. This may assume limited growth of the existing campuses and varying amount of re-direction in order to serve regional enrollment demand.
   g. CSU will provide application, admission, and enrollment data for existing campuses for 2018-2019 College Year and Academic Year to the level of detail needed and as available.

B. Workforce – Survey and assess regional and statewide workforce needs:
   a. Assess existing degree and certificate programs to meet the workforce needs.
   b. Identify need for new degree programs, particularly degree programs not currently offered at an existing CSU that may be needed to serve the workforce.

C. Academic Plan – The CSU’s foundational academic program consists of the liberal arts and sciences, business administration, and education:
a. CSU Board Policy
   i. Review the board policy on Academic Master Plans and the academic plans for the existing 23 campuses and existing off-campus centers (including Stockton, Concord and Palm Desert).

b. State-Support Courses
   i. CSU will provide a three-year summary of campus enrollment specifically for state-supported courses by discipline, mode and level including Associate Degree for Transfer (ADT) enrollment.
   ii. Provide projected campus enrollment for state-supported courses at 10 and 15 years forward looking.

c. Self-Support – Extended Learning/Continuing Education Programs
   i. Provide a three-year summary of enrollment specifically for self-support, extended learning and continuing education programs by discipline, mode and level. Service Provider may need to collect this data at the campus level.
   ii. Provide projected enrollment for self-support, extended learning and continuing education programs at 10 and 15 years forward looking
   iii. Define the role of extended learning programs now, and how they are projected to change in the future as they may impact enrollment demand and academic program delivery.

d. Future Needs
   i. Service Provider will obtain data from workforce projection 15 years from now.
   ii. Provide estimate on the number of Californians ages 25 or older seeking a bachelor’s degree on the horizon.
   iii. Analyze what, and how, the generation Alpha, (those born between 2010 and 2025 who will be college age in 20 years), will learn. Investigate how CSU can promote a teaching and learning environment that is adaptable to future generations and ways of learning.
   iv. Identify academic program needs not currently at existing CSU campuses and off-campus centers or academic programs that may not meet regional needs. Investigate what academic programs are suggested and that follows the CSU mission of developing teachers, nurses, business and liberal arts graduates.
   v. Identify barriers to providing the academic program
   vi. Provide estimated costs to develop and deliver recommended programs
D. **Operating Costs** – Data will be gathered from the CSU system and campuses, specifically non-credit data and external sources like California Competes and others. Identify the undergraduate, teaching credential, and graduate level cost of education:

- Identify the following for current State/CSU Operating cost in existing CSU campuses and off-campus centers per student, per campus:

<table>
<thead>
<tr>
<th>Category</th>
<th>Examples</th>
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<tbody>
<tr>
<td>Instruction:</td>
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Identify/Investigate the optimal cost per student, per campus (what is necessary to overcome additional operating costs due to existing deficiencies or budget shortfalls). This will may include:

- Student/faculty ratios
- Additional, unique support for certain student populations staffing due to the number of projected first-generation college-going students; the likely smaller class sizes and the lower faculty to student ratio
- Operations, maintenance, and repair of infrastructure and facilities, etc.

**Financial Aid**

- Assess the need for full-time staff to support Student Services and functions such as Advising, Financial Aid, Registration, etc.
- Address the ability to hire faculty/lecturers/staff in the region as may impact salary schedules
- Address impact to the main campus (if applicable)

b. **Extended Learning Cost**

- Identify the current programs including credentials and certificates, cost per certificate (or degree).
- Identify the staffing for student support
- Address affordability and impact of moving some/all students to state-support
- Address the ability to hire faculty – full or part-time
- Address impact to the main campus (if applicable)
- Data will be gathered from campuses. Specifically, non-credit data and external sources like California Competes and others.
c. Develop multi-year planning period and ongoing operating costs for new sites (Concord, Chula Vista, Palm Desert, and the counties of San Mateo and San Joaquin) including the following:

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Financial Aid
Identify other on-going costs
Address the ability to recruit and retain executives, management, faculty, and staff from the region
Address impact to the main campus (if applicable)

E. Capital Facilities Cost – Assess campus facilities, including adequacy and cost to serve projected enrollment growth. Identify barriers of growth for existing 23 campuses, specifically regarding: existing conditions (renewal and renovation need), master plan, ability to serve increased growth, challenges/opportunities, development of a capital cost per FTE to serve growth.

a. Provide an estimated facility cost to serve 7,500 FTE and 15,000 FTE (not site specific). In addition, provide assessment for the current centers:
   i. Concord and Palm Desert
      1. Existing Conditions – renewal and renovation need
      2. Master Plan and ability to serve increased growth
      3. Challenges/Opportunities
      4. Develop a cost per FTE
   ii. Stockton
1. Existing Conditions – renewal and renovation need
   a. Review Acacia Replacement Building Feasibility Study
2. Master Development Agreement
3. Re-development to date
4. Master Plan and ability to serve increased growth
5. Feasibility Study
6. Challenges/Opportunities
7. Develop a cost per FTE

F. Sites Assessment — Site Assessments should be based on long range enrollment projections. The assessment should include, but are not limited to the below.
   a. Provide data on five specific sites, Chula Vista, Concord, Palm Desert, Stockton, San Mateo and San Joaquin County and others as may be identified based on statewide and/or regional enrollment demand.
   b. Desirable attributes
      i. Affordability and availability of housing (student and faculty/staff)
      ii. Access to infrastructure
      iii. CEQA concerns
      iv. Underserved region and public university access
      v. Service transfer and needs of local California Community College and ability to partner.
   c. Potential Sites
      i. CSU Analytic Studies GIS model
      ii. Local government desire/willingness to participate in project development
   d. Availability
      i. Federal or state surplus property available
      ii. Possibility of developing a Public-Private Partnership campus startup
   e. Cost
      i. Acquisition
      ii. CEQA Environmental Mitigation
      iii. Facility capital costs – discuss potential variance in cost due to specific locations

G. Timeline – Provide an estimated schedule for the new site development and academic preparation, staffing and enrollment:
   a. Acquisition, Master Plan, CEQA
   b. Development of initial facilities
   c. President selected
d. Curriculum development, with a focus on first time freshmen and transfers  
e. Hire faculty and staff  
f. Open for enrollment

H. Fund Sources and Availability – Investigate and analyze fund sources and availability options, time to process, to secure funds, impact to development schedule, particularly the following:

a. State Operating Budget Funds  
i. State general fund  
b. State Capital Program Funds  
i. State general fund supporting annual debt service on general obligation and lease revenue bonds (one-time and recurring)  
ii. General Obligation bonds and State Public Works Board lease revenue bonds  
iii. Property transfer from local governments  
c. CSU Tuition Fee Revenue  
i. Operating revenue  
ii. Campus-based fees  
iii. Capital facilities funds  
d. Impact on debt limits per Education Code  
e. Philanthropy  
i. Subsidies or in-kind services from local governments  
f. Public-Private Partnerships

I. Impact to Higher Education Institutions – Provide an analysis of the impact to higher education institutions, particularly:

a. Private universities  
b. Long term impacts on California State University campuses that are in close proximity to one of the five proposed sites. Be sure to also include the impact it will have on the redirection program.  
c. California Community Colleges that are in close proximity to any of the five proposed sites. Consider the existing partnerships, the articulation process and formal agreements to be developed (ADT).  
d. Potential partnerships and concerns about overlapping of degree programs with University of California campuses within close proximity of one of the five proposed sites.

J. Conclusion
a. Anticipated benefits to local schools, regional economy and students across the state.

b. What is the need for additional CSU sites, particularly in these five locations?
   i. What would the academic program consist of at each of the five locations?
   ii. What kind of enrollment would each of the five locations support?
      1. Number of FTE
      2. First-time freshmen, transfer students, returning learners?

c. Of the five sites explored, which of the options would best serve the CSU and why?

d. What are drawbacks to each of the five options?

e. Which of the five options is the least costly solution to most quickly deliver education to drive economic development and recovery.

f. What additional analysis is needed to determine the viability of the identified sites?
This AGREEMENT is made and entered into this [Day] day of [Month], [Year] pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

<table>
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<tr>
<th>Campus, hereafter referred to as Trustees, and</th>
<th>Amendment No.: 123456</th>
<th>Agreement No.: 123456</th>
<th>Project No.: 123456</th>
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<td>CSU Vendor ID No.: 123456</td>
<td>License or DIR No.: 123456</td>
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<tr>
<td>Service Provider, hereafter referred to as Service Provider. Ipsum Lorem Service Provider, Inc.</td>
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WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner: [Provide a brief [summary description of the work] for [Project Name] located at [Campus Name]].

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- **Rider A** Agreement General Provisions, consisting of four (4) pages;
- **Exhibit A** Scope of Work, consisting of [Number] pages;
- **Exhibit B** Fee and Payment Schedule, consisting of one (1) page;
- **Exhibit C** Service Provider Hourly Rate Schedule applicable to this project.

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of [Date]. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: [Campus and Name of Project Administrator]

The basic services amount to be expended under this Agreement shall not exceed [Insert Value]. Payment shall be made in accordance with Rider A and Exhibits A, B, C.

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<th>Trustees of the California State University</th>
<th>Service Provider</th>
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<td><strong>California State University Lorem Ipsum</strong></td>
<td><strong>Ipsum Lorem Service Provider, Inc.</strong></td>
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<td>By (Trustees’ Authorized Signature)</td>
<td>By (Authorized Signature)</td>
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Printed Name and Title of Person Signing

**John Smith, Campus Representative**

Address of Campus Project Administrator

99999 Lorem Ipsum Drive, Ipsom, CA 99999

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Printed Name and Title of Person Signing

**Jack Smith, Service Provider Authorized Signatory**

Address of Service Provider

11111 Ipsum Lorem Drive, Lorem CA 1111

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**I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.**

Signature of Accounting Officer

**Date**

**I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel**

By Attorney

**Date**

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of
copies of this Agreement by electronic mail in "portable document format" ("PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
Rider A - Agreement General Provisions

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.

2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.

3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.

4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).

5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees, and shall not be disseminated to others by Service Provider unless authorized by Trustees.

6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.

7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.

8. Indemnification. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

9. Insurance Provisions. The Service Provider shall not commence work until the Trustees have received evidence of the insurance required in this section and approved it.

Service Provider shall obtain the following policies and coverage. The insurance furnished by the Service Provider under this section shall provide coverage in amounts not less than the following, unless a different amount is stated in Exhibit A, Scope of Work Description:

a. Comprehensive or Commercial Form General Liability Insurance:
   On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:
   $2,000,000 General Aggregate
   $1,000,000 Each Claim - combined single limit for bodily injury and property damage.

b. Business Automobile Liability Insurance:
   On an occurrence basis, cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, property damage, and contractual liability. Use Insurance Service Office (ISO) Form Number CA 0001 covering any automobile. Limits of Liability:
   $1,000,000 Each Accident - combined single limit for bodily injury and property damage.
c. Workers’ Compensation Insurance:
This insurance shall include Employers Liability limits of $1,000,000 and other limits required under California law.

d. Professional Liability Insurance:
Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of $1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than $1,000,000 each claim and $2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds $1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best’s rating of no less than A: VII or alternatively a carrier acceptable to the Trustees.

Verification of coverage shall be provided as follows:
a. The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
b. The scope of coverage shall be shown on the certificate of insurance.
c. The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
d. The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
e. Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.

Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:
a. For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
b. For claims related to the work, the Service Provider’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider’s insurance and shall not contribute with it.
c. The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

Additional Insurance Provisions
a. Any deductible under any policy of insurance required in this section shall be the Service Provider’s liability.
b. Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider’s liability under the Agreement.
c. The Service Provider’s obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. Personal Eligibility Certification. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor’s Executive Order W-135-96.
11. Corporate Eligibility Certification. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, et seq.).

12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement’s benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.

   a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).

   b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours’ notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.

   c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.

   d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, et seq., Title 2, California Code of Regulations, Section 11105)

13. Drug Free Workplace Certification. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;

   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

      1. The dangers of drug abuse in the workplace,
      2. The Service Provider’s policy of maintaining a drug-free workplace,
      3. Any available counseling, rehabilitation, and employee assistance programs, and
      4. Penalties that may be imposed upon employees for drug abuse violations;

   c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

14. Disabled Veteran Business Enterprise. Responsive to direction from the State Legislature (Public Contract Code Section 10115, et seq.), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.

15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.

16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.
17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.

18. Audit. If the Agreement exceeds $10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

19. DIR Registration. In accordance with Labor Code Section 1720, et seq., the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant’s provision of geotechnical studies, potholing involving digging, site surveying and/or construction IOR services as defined by the DIR.

20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled ‘Modifications to Agreement’, it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.

21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider’s bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that:
   a. CSU may terminate the Agreement without further obligation for noncompliance, and
   b. Supplier will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Supplier’s bid.

End of Rider A