

Procure To Pay
Business and Financial Affairs
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-1616
619-594-5243 / 619-594-5919 (fax)
Web address: <https://procuretopay.sdsu.edu/>

REQUEST FOR PROPOSAL (RFP)

Solicitation No. 7068

BRIDGE RESIDENT ENGINEER AND INSPECTION SERVICES FOR FENTON BRIDGE

San Diego State University

5500 Campanile Drive, San Diego, CA 92182

PROPOSAL DATA

Date: November 5, 2025
Description: Bridge Resident Engineer and Inspection Services for Fenton Bridge
Contacts: Susan Romero, Procure to Pay (P2P)
Email: sbromero@sdsu.edu

QUESTIONS DEADLINE

Date: November 20, 2025
Time: 2:00 p.m. PST
Purpose: To address any questions or concerns regarding any part of this proposal package please submit all questions by posting them to:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=25796> Questions received after the deadline may not be answered.

PROPOSAL DUE DATE

Date: December 17, 2025
Time: 2:00 p.m. PST
Location: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>
Submit one (1) original proposal prior to the date and time specified and through electronic upload to PlanetBids. Proposers shall respond to the solicitation by electronic file upload only before the date and time set forth in the RFP. Mistakes or delays in the submission are entirely the responsibility of the Proposer.

RFP CONTENTS

[Attachment A:](#) Request for Proposals "RFP"
[Attachment B:](#) Qualification Certification Form
[Attachment C:](#) Small Business Preference Certification
[Attachment D:](#) Sample Agreements
[Attachment E:](#) Fee Schedule Form
[Attachment F:](#) Project Documents

PLANETBIDS SUBMISSION

Interested Proposers must register with PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>. Obtaining documents via any other method does NOT make the Contractor a Proposer. PlanetBids sends notifications to prospective proposers; however, the University recommends that the proposers periodically check the PlanetBids website for modifications to RFP documents. The University is not responsible for the prospective proposer's misunderstanding of the RFP solicitation or a nonresponsive proposal due to failure to check the website for updates or addenda to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the proposer's sole risk.

The University assumes no responsibility for delay in submission of the proposal through the PlanetBids system. Submittal of responses by mail, personal delivery, courier service, fax or email is not acceptable.

PROTESTS

Proposers filing a protest of the specifications and/or requirements shall submit such protest prior to the scheduled submittal deadline. Proposers filing protest of contract award must do so within five (5) business days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail, email, facsimile, or delivered in person to the University contact shown on page one (1). A protest decision will be provided and will be in writing and sent by certified or registered mail, email, facsimile or delivered in person to the protesting Proposer. The Protest decision made by the University is final

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

TABLE OF CONTENTS

	<u>Page</u>
ATTACHMENT A REQUEST FOR PROPOSAL (RFP)	
• SECTION 100 INTRODUCTION.....	4
• SECTION 200 SCHEDULE OF EVENTS.....	5
• SECTION 300 TECHNICAL REQUIREMENTS	6
• SECTION 400 FORMAT / SUBMITTALS.....	8
• SECTION 500 REQUIREMENTS.....	10
• SECTION 600 EVALUATION AND AWARD CRITERIA.....	12
ATTACHMENT A	
❖ Appendix No. 1, Firm's Questionnaire	
ATTACHMENT B CERTIFICATION FORM	
ATTACHMENT C SMALL BUSINESS PREFERENCE CERTIFICATION	
ATTACHMENT D SAMPLE AGREEMENT	
❖ CSU Service Agreement	
❖ Rider A – Agreement General Provisions	
ATTACHMENT E FEE SCHEDULE FORM	
ATTACHMENT F PROJECT DOCUMENTS (click here for access to documents)	
❖ 1. Fenton Bridge Plans – 100% Signed 10-7-25	
❖ 2. Fenton Bridge Drainage Report Signed	
❖ 3. Fenton Bridge SWQMP	
❖ 4. Fenton Bridge SWPPP	
❖ 5. Fenton Bridge Geotechnical Report	
❖ 6. Fenton Bridge Specifications 9-9-25	
❖ 7. SDSU Fenton – 90% Construction Schedule Full	
❖ Fenton Bridge Team Responsibility Matrix (Will be forthcoming in a future Addendum)	

SECTION 100: INTRODUCTION

101. PRE-PROPOSAL CONFERENCE AND INTERVIEWS

No pre-proposal conference is scheduled for this RFP.

Interviews for this RFP will be conducted on January 12, 2026. Each firm that submits a responsive proposal will be notified by email of its assigned interview time. All participating proposers will receive the same information and instructions to ensure a fair, transparent, and consistent evaluation process in accordance with the requirements of this solicitation. If there are any changes to the scheduled date for interviews, University will issue an addendum to inform all proposers.

102. INTENT

San Diego State University (“University” or “SDSU”) is seeking to identify and select a qualified firm to provide Bridge Resident Engineer and Inspection Services to assist the University in managing the Fenton Parkway Bridge project that is tied to SDSU’s Mission Valley campus. It is the intent of the University to award a single firm for this project.

103. SERVICES TO BE PROVIDED

The successful Firm shall demonstrate competency in all fields of expertise required by this RFP and its attachments and shall confirm the availability of the qualified personnel proposed to perform the services required in alignment with the project schedule.

The services to be provided by the Firms will be issued as a stand-alone Service Agreement and will include construction management as the Resident Engineer, inspections, coordination and management of materials testing, observations, coordination meetings, and consulting related to code requirements. The total project cost is estimated to be in the \$30M range with a duration of approximately one (1) year.

The term of the contracts anticipated as a result of this RFP will be for a two (2)-year term. The agreement will be completed under its terms, conditions, and fees even if project duration extends beyond the base term of the Service Agreement or any extensions. The fee schedule of hourly rates for the Inspector and Resident Engineer/Construction Management services and classifications proposed will be fixed during the two-year term. Prevailing Wage rates may apply.

104. TERMS OF SERVICE AGREEMENT

Firms must review and accept the terms of the California State University Professional Services Agreements, which are hereby attached to the solicitation as **Attachment D**. Modifications are not accepted for these documents.

DVBE and Small Business Participation are strongly encouraged.

[End of Section 100]

SECTION 200: SCHEDULE OF EVENTS

Release of RFP	November 5, 2025
Last Day to Submit Questions via PlanetBids (2:00 p.m. PST)	November 20, 2025
Deadline for Submission of Proposals (2:00 p.m. PST)	December 17, 2025
Interviews	January 12, 2026
Notice of Intent to Award	January 2026
Protest Period	January 2026
Contract Award	February 2026

QUESTIONS WILL ONLY BE ACCEPTED VIA PLANETBIDS. Responses to questions and addendums will be posted at the PlanetBids website: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25796>

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 University.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

[End of Section 200]

SECTION 300: TECHNICAL REQUIREMENTS

Within this section, the University has listed Inspector and Construction Management services. Firms shall respond by indicating how their Firm can provide the services for the Fenton Parkway Bridge Project (see Section 400, Format / Submittals).

301. GENERAL OBJECTIVES

Objectives for the following service are described in general and may include service as described but not limited to. The Service Agreement will provide details as to the scope and requirements.

Resident Engineer and Inspection Services

Firm shall provide expertise to assist SDSU with public works engineering ensuring that all inspections and tests required by the contract documents and appropriate codes are completed and are required to certify that the project is complete in accordance with the contract documents. The services provided by the Resident Engineer and Inspection Services firm may include resident engineering, full-time bridge construction inspection, stakeholder coordination, quality assurance, review of materials sampling and testing, and maintenance of project inspection records for the project. The scope of work also encompasses documentation of preconstruction conditions, review of material submittals and construction schedules, review of responses to requests for information (RFIs) by the engineer(s) of record, management of contract modifications, change orders, and claims, coordination with stakeholders, and preparation and distribution of project-related notifications, including those required by regulatory agencies before and after construction. Additional responsibilities include project closeout, punch-list preparation and final acceptance, tracking of as-built changes, and other miscellaneous construction administration tasks.

Minimum requirements of proposed personnel include:

- Resident Engineer (RE): California PE; ≥ 2 completed California bridge CM projects; fluent with Caltrans specifications and construction procedures, environmental permitting and requirements, SWPPP compliance, change order pricing reviews, claims avoidance and CPM scheduling.
- Lead Inspector: California bridge inspection experience; fluent with Caltrans specifications and construction procedures; familiar with source inspection and materials acceptance. Inspector must be familiar with plans and specifications as well as general contractor's operations at all times, supervise and/or perform on-site testing and ensure that all required tests are performed, inspect all materials immediately upon delivery to the site, assist in relaying instructions between all parties, coordinate with materials testing labs and maintain a daily diary describing general work performed with photo documentation.

302. PROJECT DESCRIPTIONS

The Fenton Parkway Bridge over the San Diego River project is scheduled to begin construction in September of 2026. The firm selected will start work prior to this date in order to facilitate early submittal review and job setup. The project is currently scheduled to be built in twelve (12) consecutive months and may include some minor closeout period following that twelve-month construction window.

This project is being developed in partnership with SDSU and the City of San Diego under a signed Memorandum of Understanding (MOU) between the two parties. SDSU is responsible for the construction of the bridge and will ensure that all work conforms to the contract documents and project requirements, including the right-of-way improvements at the bridge approaches. Upon completion, SDSU shall provide the City of San Diego with a certificate of compliance. Additionally, SDSU will allow the City to review all work and to evaluate construction-related Requests for Information (RFIs) and submittals associated with the bridge.

The project involves construction of a vehicular and pedestrian bridge spanning the San Diego River from north to south. The design and construction of the approach roadways and bridge would comply with applicable City of San

Diego, County of San Diego, and California Department of Transportation design standards, as well as American Association of State Highway and Transportation Officials guidelines. The design for the bridge is a conventional prestressed concrete girder structure.

The bridge will be approximately 450 feet long, 58 feet wide, and 5.5 feet deep and will consist of four spans. The spans will be supported on concrete seat-type abutments in the river embankments at each end and three piers within the river channel, each consisting of two approximately 20-foot-tall, 5-foot-diameter circular concrete columns.

Each abutment will be supported on six 4-foot-diameter, cast-in-drilled-hole concrete piles, and each of the columns would be supported on a single 7-foot-diameter cast-in-drilled-hole concrete pile. Each of the abutments will be protected with energy dissipating riprap that will be buried to allow for post-construction habitat restoration over the riprap. Allowing this habitat restoration will ensure that post-construction replanting fosters wildlife use following completion of the bridge.

For further information about the proposed project, please refer to **Attachment F** containing the signed engineering drawings, project specifications and proposed project schedule.

[End of Section 300]

SECTION 400: FORMAT/SUBMITTALS

All Firms must submit the following with their response to be considered responsive. Firms shall elaborate on each question asked below and respond using the same Format, associating your answers to the referenced categories and questions as they relate to the Resident Engineer and Inspection services identified in section 300.

Responses shall include the following information as a minimum:

- **Tab 1:** Describe your firm including legal entity, principals, address, history of the Firm, geographical area served, number of current full-time employees, number of offices, areas of expertise, etc.
- **Tab 2:** Describe your Firm's successful experience in the *last five (5) years* with special emphasis on bridge projects built using Caltrans standards, projects performed near environmentally sensitive areas and/or over active rivers or bodies of water, projects performed in the City of San Diego or San Diego County, projects with complex environmental permitting and relevant projects where similar services were provided. Describe the services you provided and please *provide references* including clients and current contact information. Provide photographs and other graphics where appropriate.
- **Tab 3:** Provide relevant experience for all qualified staff using *two-page resumes* for *each* staff member proposed on the project. Indicate if the staff are full-time employees of the Firm and the number of years with the Firm. In addition, please provide relevant experience for other staff members that might provide services during the course of the Agreement such as sub-consultants, and administrative staff.
- **Tab 4:** Please describe the general construction software experience of personnel who will be assigned to the project including document management software, scheduling software and any other relevant programs to your specialized read of expertise. The University will be using Smartsheet software for document control, along with other collaborative program features to better manage and support the detailed reporting and the team collaboration requirements needed for all projects. Describe and provide examples of other tools and equipment that you would use in order to provide efficient, high-quality services.
- **Tab 5:** Provide a workplan and organization chart describing what staff will be required to deliver this job. Provide a narrative describing your role as it relates to SDSU, the general contractor, and the other firms that have been contracted separately to deliver this job, including the materials testing and environmental monitoring firms. Also, include a discussion about your experience and plan as it relates to coordinating with design engineer(s) of record.

Please provide your current staffing level, workload, ability and capacity to provide experienced professionals based on the construction schedule provided. Provide an hours estimate for each staff member proposed on the job.

Please explain how you will adapt to the potential that the project is delayed due to the final stage of obtaining all the necessary environmental permits, which is currently in progress. Describe your ability and level of commitment to make key staff available for this job.

- **Tab 6:** Please provide any other factors which you believe make your Firm the most qualified to provide high quality, professional service to the University.
- **Attachment A - Appendix No. 1:** Provide a brief response on your Firm's engagement in any litigation(s), the number of years your Firm has been in business, and the number of years your Firm has been providing the services being solicited. *Submit Attachment A – Appendix No. 1 as an appendix.*

- **Attachment B – Proposal Certification Form:** All proposers must complete and return Attachment B, Certification Form, with the proposal response. ***Submit Attachment B as an appendix.***
- **Attachment C – Small Business Preference:** If your firm is a certified Small Business (“SB”) in California, or if your firm is committing to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses, please complete Attachment C, Small Business Preference. ***Submit Attachment C as an appendix.***
- **Attachment E – Fee Schedule Form:** Please provide a Fee Schedule of hourly rates for the Firms’ professional services’ classifications, including sub-consultants, required to perform the services, including the Principals, Managers, Estimators and Administrative Assistants, etc. Please provide direct hourly rates, overhead percentage, and profit percentage for a fully burdened hourly rate along with any reimbursable direct expenses listed separately. ***Submit Attachment E as separate document.***

[End of Section 400]

SECTION 500: RESPONSE REQUIREMENTS

Firms responding to this solicitation must submit a complete original submittal in accordance with the format provided in this solicitation to the University through electronic upload to PlanetBids on or before the date and time set forth in the RFP. Firms shall respond to the solicitation by electronic file upload only. **SUBMISSIONS WILL NOT BE ACCEPTED IF SUBMITTED THROUGH ANY OTHER MEANS** (the University will not accept submissions via mail, personal delivery, courier service or email). It is the Firm's responsibility to ensure that the RFP qualifications response and Fee Schedule Form are submitted through electronic upload to PlanetBids by the date and time listed in the solicitation; the time on the PlanetBid system shall be considered the official time for purposes of determining timely submittal. Mistakes or delays in the electronic submission of documents are entirely the responsibility of the Firm. **LATE RESPONSES WILL NOT BE ACCEPTED.**

Firms shall submit separate documents in separate files for the Technical Proposal and Fee Schedule components of their proposal.

501. TECHNICAL PROPOSAL

The RFP technical response document shall be marked as "Technical Proposal" with:

- The Name of Firm and Address
- Buyer: Susan Romero, Procurement Professional III
- RFP No. 7068 and Title of Solicitation
- The RFP Due Date and Time

The Technical Proposal components are as follows:

- a. Content shall be organized to correspond to the applicable Tab Sections or items within Section 400 - Format/Submittals. All forms, responses and attachments shall be sequentially numbered to correspond to the applicable question or item.
- b. No price/fee data are to be included in the Technical Proposal document.
- c. If price/fee information is included in the Technical Proposal document, the University may, at its sole discretion, remove such information or declare the submission non-responsive.

502. FEE SCHEDULE FORM

The Fee Schedule must be submitted on the Fee Schedule Form provided by the Trustees, as a separate document clearly marked as "Fee Schedule" with:

- The Name of Firm and Address
- Buyer: Susan Romero, Procurement Professional III
- RFP No. 7068 and Title of Solicitation
- The RFP Due Date and Time

The Fee Schedule Form components are as follows:

- a. All hourly rates or other potential fees must be contained within Fee Schedule Form exhibit.

503. RESPONSE REQUIREMENTS

The response to this RFP must be submitted in compliance with the following format, unless otherwise specified in this RFP:

Submit electronic documents as files in .pdf format. Clearly name files as to the document and in order. Pages requiring signatures must be scanned from an original signature. Electronic or digital signatures will be accepted. Other pages may be scanned, or converted to .pdf from other file formats. Converted and searchable formats are preferred.

A submittal that is received, but that is not received by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered. All submittals shall be signed by an authorized officer or employee of the Firm. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will be accepted.

[End of Section 500]

SECTION 600: EVALUATION AND AWARD CRITERIA

601. EVALUATION

The University may select the Firm for award that is determined to be the highest qualified to fulfill the specifications of this Request for Proposals. Responses meeting the format requirements will be submitted to an evaluation committee which may be comprised of University personnel and external participants. The committee will review, evaluate, score, and rank proposals based on the Technical Proposal submitted. Following this evaluation, the rates of the highest-ranked Firm will be reviewed, negotiated, and confirmed to be fair and reasonable for the term of the Service Agreement.

The University reserves the right to award this RFP in full, in part or make no award at all.

Final Award of the Service Agreement shall be based upon a responsible Firm whose proposal meets the requirements of this RFP, demonstrates a clear understanding of the University's priorities, shows the experience necessary to meet the needs of the project, and establishes the capabilities to perform satisfactorily based on technical qualifications.

The University reserves the right, at its sole discretion, to reject any and all responses. Award shall be made in the best interest of the State. Further, the University reserves the right to waive any minor irregularities it feels are immaterial to this award. The decision of the University is final.

The University Evaluation Committee will evaluate the technical components of all the responses completely and independently. The responses will be evaluated based on the following criteria:

1. **Tab 1 (Maximum of 5 points):** Firm Description
2. **Tab 2 (Maximum of 20 points):** Your Firm's Similar Experience
3. **Tab 3 (Maximum of 30 points):** Qualifications and experience of the proposed Primary staff and other sub-consultants and support staff.
4. **Tab 4 (Maximum of 15 points):** Experience of the proposed staff in using Smartsheet and other construction management or engineering related software to manage and support the detailed reporting and the team collaboration requirements needed for the project. Provide details regarding the quality and effectiveness of the construction management or engineering systems, tools, equipment and software proposed for use in providing services for SDSU.
5. **Tab 5 (Maximum of 20 points):** Quality and appropriateness of the project management plan, staffing plan and effective use of resources. Ability to provide qualified Primary staff and other associated staff to this project. Provide a detailed description of the measures you will take to make qualified staff available for this project, including the potential for a delay to the estimated start date.
6. **Tab 6 (Maximum of 10 points):** Special factors which make your firm the most qualified to provide the services requested to SDSU.
7. **Attachment A - Appendix No. 1 (Not Scored)**
8. **Attachment B - Proposal Certification Form (Not Scored)**
9. **Attachment C - Small Business Preference Form (Up to 5%)**
10. **Attachment E - Fee Schedule (Not Scored)**

11. **Interview (Maximum of 20 points):** Presentation of project staffing and approach to the project.

Maximum total points available: **120. *plus SB Preference of up to 5% if applicable.***

The University, at its sole discretion, may elect to interview some or all of the Firms or request additional information from the Firms for the purpose of clarity in evaluating the qualifications of the Firms.

The responses may be evaluated by a committee comprised of SDSU Planning, Design and Construction staff, other qualified parties as deemed appropriate by the University. This RFP does not commit the University to award an agreement or to pay any costs incurred in the preparation of a response to this RFP. The University reserves the right to reject any or all responses.

[End of Section 600]

QUESTIONNAIRE

Company Information			
Contractor Name		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
Street Address		City	State Zip
Federal ID # or Social Security Number		Date of Corporation	
Name of State(s) in which incorporated			
FOR PARTNERSHIP ONLY			
DATE OF ORGANIZATION		Is the partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association	
Name addresses zip of all partners		Use additional sheet if necessary	
Certified Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No OSDS No.	SB Cert Expire Date:	Certified Disabled Veteran Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No OSDS No.	DVBE Cert Expire Date:

Contact Information	
Name	Title
Phone No. () -	Fax No. () -
Mobile No. () -	Email Address

General Information	
No. of Years in Business	No of years in providing this product
If you have done business under different name, please give name and location	Has firm ever been engaged in litigation over any contract, If so, explain.

QUALIFICATION CERTIFICATION FORM

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

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

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

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

In compliance with Request for Proposal No. 7068 – Bridge Resident Engineer and Inspection Services for Fenton Bridge and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and services in accordance with the specifications and scope of work according to the proposal submitted or as mutually agreed upon by subsequent negotiation.

CERTIFICATION	
Signature	Typed Name and Title
Name of Company as Licensed	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
Federal ID # or Social Security Number	
Street Address	<div style="display: flex; justify-content: space-between;"> City State Zip </div>
Phone No. () -	Fax No. () -
Mobile No. () -	Email Address

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

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

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

Project No. _____

Project Name _____

The undersigned hereby requests the small business preference and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2 section 1896 *et seq.*

NOTICE TO ALL BIDDERS: The California Government Code, section 14835 *et seq.* requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in California Code of Regulations, Title 2 section 1896, *et seq.* A copy of the regulations is available upon request. The small business preference is applied by either 1) factoring 5% if a non-small business low bid total, and subcontracting this amount from the small business total, not to exceed \$50,000, or 2) where award is to be made to the highest scoring bidder based on evaluation factors in addition to price, the preference shall be 5% of the highest responsible bidder's total score.

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

☐ Small Business

OR

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

☐ Non-Small Business

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email (osdchelp@dgs.ca.gov) 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 below the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: _____

Is Firm a Listed Subcontractor? ☐ If Yes, indicate Percentage _____ or, ☐ No, if not a Listed Subcontractor

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



☐ SERVICE PROVIDER
☐ TRUSTEES

SERVICE AGREEMENT 2021-0520

For use on any CSU project.

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

Campus, hereafter referred to as Trustees, and California State University Lorem Ipsum	Amendment No.: 123456	Agreement No.: 123456	Is agreement for Design Professional services: Select	Project No.: 123456
Service Provider, hereafter referred to as Service Provider. Ipsum Lorem Service Provider, Inc.	CSU Vendor ID No.: 123456	License Number: C-123456		DIR No.: 123456

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 six (6) 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.

Trustees of the California State University							Service Provider						
Campus California State University Lorem Ipsum							Firm Name Ipsum Lorem Service Provider, Inc.						
By (Trustees' Authorized Signature)							By (Authorized Signature)						
Printed Name and Title of Person Signing John Smith, Campus Representative							Printed Name and Title of Person Signing Jack Smith, Service Provider Authorized Signatory						
Address of Campus Project Administrator 99999 Lorem Ipsum Drive, Ipsum, CA 99999							Address of Service Provider 11111 Ipsum Lorem Drive, Lorem CA 11111						
SCO Acct Data:	Fund 123456	Sub Fund 123456	Agency 123456	Yr.	Ref/Item 123456	Category 123456	Program 123456	Element 123456	Component 123456	Chapter 123456	Fiscal Yr. 123456	Legal Ref. 123456	
Fund Name 123456				PS Account 123456		PS Fund 123456		PS Dept. ID 123456		PS Program 123456		PS Class 123456	
Amount Encumbered \$999,999,999				I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.									
Amount of Increase \$999,999,999				Signature of Accounting Officer									
Amount of Decrease \$999,999,999				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									
Total Amount Encumbered \$999,999,999				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, Service Provider

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 Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.

 - a. ☐ Provisions of item 8a shall apply if the agreement is with a Service Provider that does not qualify under the provisions of California Civil Code section 2782.8. 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.
 - b. ☐ Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. 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 to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. In no event shall the cost to defend charged to the Service Provider exceed the Service Provider's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Service Provider shall meet and confer with other parties regarding unpaid defense costs. Service Provider's liability is not limited to recoverable insurance. This provision shall survive the expiration or termination of this Agreement.

The provisions of section 8b pertaining to the duty and cost to defend shall not apply to either of the following:

- 1) Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.
 - 2) A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.
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.
- a. 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:
 - 1) 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:
\$4,000,000 General Aggregate
\$2,000,000 Each Claim - combined single limit for bodily injury and property damage.
 - 2) 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.
 - 3) Workers' Compensation Insurance:
This insurance shall include Employers Liability limits of \$1,000,000 and other limits required under California law.
 - 4) Professional Liability Insurance:
The Service Provider shall obtain and maintain professional liability (errors and omissions) insurance covering work done or to be done by or on behalf of the Service Provider on a claims-

made basis for no less than \$2,000,000 each claim and \$4,000,000 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

For any of the insurance described in the paragraphs above, the amount of limits can be satisfied by a combination of primary and excess or umbrella insurance.

- b. 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:

- 1) 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.
 - 2) The scope of coverage shall be shown on the certificate of insurance.
 - 3) The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
 - 4) The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
 - 5) Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.
 - 6) Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these provisions, at any time.
- c. Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:
- 1) For the general 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.
 - 2) 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.
 - 3) 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.
- d. Additional Insurance Provisions
- 1) Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.
 - 2) Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Agreement.

- 3) 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 11000, *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 Inspector of Record 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 Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:
 - a. CSU may terminate the Agreement without further obligation for noncompliance, and
 - b. Service Provider 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 Service Provider's bid.
22. Limitation of Duties and Services. The parties acknowledge and agree that Service Provider's duties and services under this Agreement shall not include engaging or advising on public contracting on behalf of the CSU. Specifically, Service Provider's duties and services shall not include preparing or assisting the Trustees with any portion of the Trustees'

preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Trustees for a project. The Trustees entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of any project. Service Provider's participation in the planning, discussions, or drawing of project plans or specifications for a project shall be limited to conceptual, preliminary, or initial plans or specifications. Service Provider shall cooperate with the Trustees to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Service Provider pursuant to this Agreement.

End of Rider A

FEE SCHEDULE FORM

Provide each classification and hourly rate proposed to support the services required for this solicitation. Your response shall include all sub-consultants classifications and hourly rates proposed for your team.

Hourly rates must be broken down to include the following:

Direct Hourly Rate	Overhead Percentage	Profit Percentage	Fully Burdened Hourly Rate
--------------------	---------------------	-------------------	----------------------------

Hourly rates shall be fixed for the term of two (2) years. Hourly rate increases will not be authorized by the University for the term of the contract.