

Request for Quote (RFQ) - Contractor Needed for California Jobs First Southern Border Coalition Regional Plan Part 2

I. Overview

The California Jobs First (formerly Community Economic Resilience Fund) Program is a State investment to support inclusive regional planning and the development of high-priority economic development projects that benefit disinvested communities, create high road jobs, and transition the region to a net-zero emission economy.

The California Jobs First Program defines Disinvested Communities as: 1) Census tracts identified as 'disadvantaged' by the California [Environmental Protection Agency](#); or 2) Census tracts with median household incomes at or below 80 percent of the statewide median income or with the median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093 of the California Health and Safety Code; or 3) 'High poverty area' and 'High unemployment area' as designated by the California Governor's Office of Business and Economic Development [California Competes Tax Credit Program](#); or 4) California Native American tribes as defined by the list maintained by the Native American Heritage Commission.

The program's objectives are to 1) promote equitable and sustainable economic development, 2) support inclusive economic planning that prioritizes equity, job quality, and sustainability, and 3) align and leverage federal and state funding to maximize economic resilience.

More information on the California Jobs First Program can be found at the [Southern Border Coalition website](#), by reviewing [Section 14531 of the Unemployment Insurance Code](#), the California Jobs First (formerly CERF) [grant solicitation](#), and the [State Guidance on Part 2](#).

The California Jobs First Southern Border Coalition's mission is to develop a comprehensive economic recovery and transition plan (Southern Border Coalition Regional Plan) that, per Section 14531 of the Unemployment Insurance Code, addresses essential elements of a high road strategy, including economic diversification, industry planning, workforce development, career pathways for individuals with formal education totaling less than a two-year degree that lead to high road jobs, and the identification and integration of current or supplemental safety net programs. This plan shall include industry cluster and labor market analysis, with actionable research and consultation from the University of California or other expert institutions, and focus on economic recovery, growth, and resilience across multiple sectors. The plan is required to prioritize the creation of high-quality jobs and equitable access to them, and emphasize where possible the development of sustainable and resilient industries, such as renewable energy, energy efficiency, carbon removal, and zero-emission vehicles, advanced manufacturing, agriculture and forestry, and climate restoration and resilience. The plan will support high-road jobs, an inclusive transition to a net-zero economy and empower and uplift disinvested communities by fostering equity and creating sustainable opportunities for growth. The plan will be co-developed with diverse stakeholders throughout the process. Analyses and plans must account for sub-regional and inter-regional dynamics. The plans must also build on the Southern Border Coalition [Regional Plan Part 1, which can be found here](#), and existing regional and/or subregional economic development plans and strategies as appropriate.

San Diego State University Research Foundation (SDSURF), Fiscal Agent for the California Jobs First Southern Border Coalition, is requesting proposals from contractors qualified to conduct analyses as outlined below for San Diego County and Imperial County subregions in support of developing Part 2 of the Regional Plan.

The selected contractor will summarize findings and recommendations, explain how these findings may inform the planning process, and how they correspond with the Coalition's goals. Findings and recommendations will be reviewed and approved by the Coalition. Data, documentation, written content, and recommendations produced are intended to be used in both community engagement activities and in operationalizing the California Jobs First Catalyst program. Specifically, the Coalition aims to engage community members who have historically not been involved in land use and economic development policy creation.

Based on the data and content developed for the Regional Plan Part 1 and approved by the Sector Leads, the selected contractor will, in collaboration with the Sector Leads, Co-conveners, membership, and stakeholders develop the following components of the Regional Plan Part 2:

1. Vision & Goals
2. Highlights of the Regional Snapshot & SWOT
3. Regional Strategies
 - A. Target Sector Strategies
 - B. Sector-Neutral and Economic Mobility Strategies
 - C. Additional Regional and Community Development Strategies
4. A Path Forward: Institutionalizing Community-Led, Climate Forward Planning

II. Scope of Work and Expected Outcomes

II A. Scope of Work and Specification of Services Required

1. Vision and Goals

Reiterate the narrative of the Regional Plan Part 1 and describe the region's anticipated goals and outputs for the strategy development process. These goals and outputs should align and support the strategies proposed later in the document. Additionally, describe the region's ongoing and long-term strategy for incorporating community engagement and feedback throughout the strategy development process. Areas to cover in this section include:

 - Tailored engagement strategies used by the Coalition to solicit feedback.
 - The multiple feedback mechanisms used by the Coalition to hear from the community and modify engagement practices to address issues identified.
 - Transparent and accessible decision-making processes used by the Coalition.
2. Regional Snapshot and SWOT

Include a condensed version of the analyses from Regional Plan Part 1 that provides an overview of the region and a summary of the SWOT analysis. The overview should align and specifically support the strategy recommendations. While condensed, the data and narrative should provide a foundation for the recommended strategies.
3. Regional Strategies

Regions should develop strategies in each of the three categories:

A. Target Sector Strategies **This should be followed for each Target Sector*

The data and information should be presented in a way that aligns and specially links to the strategy recommendations. While condensed, the data and narrative provide a foundation for the recommended strategies.

i. Define Sector & Justify Prioritization by Region

1. Sector Development

This section should provide a snapshot of current trends and projected growth for the Target Sector. It should consider, but is not bound by, existing relevant plans such as CEDS (if applicable and appropriate) along with the following elements that work together to support the creation of quality jobs:

- a. Clear Local Market Signals: Assess how proposed sector and affiliated investments align with market trends and local/state/federal policies.
- b. Value Chain and Infrastructure: Explain how investments support the growth and clustering of businesses in the value chain of the proposed sector. Identify specific infrastructure required to grow the sector.
- c. Innovation Ecosystem: Describe how investments connect the private sector to local innovation resources, facilitate the movement of new technologies to market, incubate early-stage businesses, etc.
- d. Regional Assets: Describe specific resources within the region – local services, expertise, natural resources, community spaces and networks, etc. – that will be leveraged to strengthen the development of the target sector.

2. Increasing Economic Diversification and Resilience

Describe the growth, diversification, and/or resilience potential of the target sector.

ii. Alignment with Job Quality & Access, Equity, and Climate

1. Job Quality & Access

Explain how the Target Sector Strategy will prioritize family-sustaining jobs with healthcare and retirement benefits, career advancement opportunities, access to training, consistent scheduling, safe working conditions, and opportunities for collective worker input and representation. This could include creating new high-quality jobs, retaining existing high-quality jobs, or improving the quality of existing jobs. Quality jobs should focus on equitable access for members of disinvested communities, including - but not limited to - tailored training programs, clear pathways for attaining necessary education or skills, and inclusive recruitment practices.

- a. Specifically, refer to the analyses of workforce and demographic trends and focus on closing gaps, reaching universal levels of service, and/or include outcomes disaggregated by race, ethnicity, income, etc.
- b. Strategy must support workers potentially impacted by at-risk industries and must prevent displacement of incumbent workers or replacement of high-road jobs with low-quality jobs.

2. Equity

Explain how the Target Sector Strategy will provide indirect and/or direct community benefits, particularly to disinvested communities. Describe how the needs and interests of disinvested communities impacted the selection of the Target Sector Strategy.

- a. Analysis and recommendations must highlight how this strategy will serve historically marginalized and disinvested groups and how those groups will be engaged and learn about proposed interventions.

3. Climate

Explain how the Target Sector Strategy will limit the impacts of economic development activities on the natural environment. The strategy must also avoid exacerbating the effects of climate change and include pathways for mitigating the effects of anticipated climate impacts on targeted industries and occupations. It must also address public health needs, with special attention to the needs of disinvested communities.

- iii. Workforce Development

Explain how the strategy plans to match skills to available jobs, address talent and recruitment, and facilitate strategic collaboration among businesses, training and education institutions, labor, etc. Be clear on the scale of the education and training programs to ensure the data is actionable. Training capacity needs to be addressed.

- iv. Alignment with State Strategies

An assessment of how the Target Sector Strategy can align with, support, and be supported by existing state strategies in areas like clean energy, air pollution reduction, transportation decarbonization, climate adaptation, sustainable water management, and natural and working lands. Examples of State Strategies include, but are not limited to:

- California Climate Adaptation Strategy
- California Climate Scoping Plan
- Sustainable Groundwater Management Act (SGMA)
- California's 30x30 Initiative

- v. Strategy Implementation

Describe the necessary partnerships and resources required for sector development. Explain the Collaborative's and/or other partners' roles in the management and governance of the strategy. If possible, include an anticipated budget and/or possible funding sources, a high-level workplan with example tasks and assignments, and a mitigation plan for any potential risks associated with the strategy. Sector investment coordinators will continue this work during the Catalyst Predevelopment Phase.

- B. Sector-Neutral and Economic Mobility Strategies

The data and information should be presented in a way that aligns and specifically links to the strategy recommendations. While condensed, the data and narrative should provide a foundation for the recommended strategies. Examples: building more climate-resilient infrastructure, strengthening locally serving sectors, etc. **This should be followed for each sector-neutral and/or economic mobility strategy**

- i. Identify Problem and Opportunity

Define the strategy and demonstrate the need in the region. Incorporate findings from the Regional Plan Part 1 analyses, including information from the stakeholder mapping exercise, regional summary, labor market analysis, industry cluster analysis, and/or the SWOT analysis.

1. Regional Assets
Describe specific resources within the region – local services, expertise, natural resources, community spaces and networks, etc. – that will be leveraged to strengthen the development of the strategy.
- ii. Increasing Economic Diversification and Resilience
Describe the growth, diversification, and/or resilience potential of the particular strategy.
- iii. Alignment with Job Quality & Access, Equity, and Climate
 1. Job Quality & Access
Explain how the strategy will prioritize family- sustaining jobs with healthcare and retirement benefits, career advancement opportunities, access to training, consistent scheduling, safe working conditions, and opportunities for collective worker input and representation. This could include creating new high-quality jobs, retaining existing high-quality jobs, or improving the quality of existing jobs. Quality jobs should focus on equitable access for members of disinvested communities, including - but not limited to - tailored training programs, clear pathways for attaining necessary education or skills, and inclusive recruitment practices.
 - a. Specifically, refer to the analyses of workforce and demographic trends and focus on closing gaps, reaching universal levels of service, and/or include outcomes disaggregated by race, ethnicity, income, etc.
 - b. Strategy must support workers potentially impacted by at-risk industries and must prevent displacement of incumbent workers or replacement of high-road jobs with low-quality jobs
 2. Equity
Explain how the strategy will provide indirect and/or direct community benefits, particularly to disinvested communities. Describe how the needs and interests of disinvested communities impacted the selection of the Target Sector Strategy.
 - a. Analysis and recommendations must highlight how this strategy will serve historically marginalized and disinvested groups and how those groups will be engaged and learn about proposed interventions.
 3. Climate
Explain how the strategy will limit the impacts of economic development activities on the natural environment. The strategy must also avoid exacerbating the effects of climate change and include pathways for mitigating the effects of anticipated climate impacts on targeted industries and occupations. It must also address public health needs, with special attention to the needs of disinvested communities.
- iv. Workforce Development
Explain how the strategy plans to match skills to available jobs, address talent and recruitment, and facilitate strategic collaboration among businesses, training and education institutions, labor, etc.

- v. Alignment with State Strategies
- An assessment of how the strategy can align with, support, and be supported by existing state strategies in areas like clean energy, air pollution reduction, transportation decarbonization, climate adaptation, sustainable water management, and natural and working lands. Examples of State Strategies include, but are not limited to:
- California Climate Adaptation Strategy
 - California Climate Scoping Plan
 - Sustainable Groundwater Management Act (SGMA)
 - California's 30x30 Initiative

- vi. Strategy Implementation
- Describe the necessary partnerships and resources required for this strategy. Explain the Collaborative's and/or other partners' roles in the management and governance of the strategy. If possible, include an anticipated budget and/or possible funding sources, a high-level work plan with example tasks and assignments, and a mitigation plan for any potential risks associated with the strategy.

C. Additional Regional and Community Development Strategies

The data and information should be presented in a way that aligns and specifically links to the strategy recommendations. While condensed, the data and the narrative should provide a foundation for the recommended strategies. Include description of strategies that are critical to building resilient regions and communities but are outside the scope of the Regional Investment Initiative. These strategies include, but are not limited to:

- Housing
- Transportation
- Food Access and Security
- Mental Health Services

4. A Path Forward: Institutionalizing Community-Led, Climate Forward Planning

Describe how the region plans to maintain the partnerships of the Collaborative and the governance structure beyond California Jobs First. Identify different resources needed to sustain the Collaborative, and discuss the Collaborative's vision for developing engagement opportunities for communities and stakeholders during and beyond the Catalyst Predevelopment and Implementation Phases, including project-specific engagement considerations.

II B. Expected Outcomes and Deliverables

Analysis and any supporting data should be aligned with existing High Road Transition Partnerships. The contractor should include data on the workforce based on labor markets, which may include areas outside the Southern Border region.

1. Comprehensive Set of Recommendations: The proposal must provide recommendations for San Diego County and Imperial County subregions. Based on data and community engagement, there may be interregional recommendations. The recommendations are to be county-specific. If a

strategy or analysis may be applied to both counties. However, the strategies and analysis must be displayed as county specific. Interested bidders who are only able to complete the scope of work in one subregion are encouraged to identify a collaborator to work with to complete the full scope of work across both subregions; collaborating contractors should submit a single proposal for the full Regional Plan Part 2 scope of work. Proposals for completing the Regional Plan Part 2 in one subregion only will not be considered.

2. **Build on Part 1:** The selected contractor for Regional Plan Part 2 will work with the contracted researchers for the Regional Plan Part 1, Center for Excellence for San Diego & Imperial Counties Community Colleges and San Diego Regional Policy & Innovation Center, to obtain all data, notes and reports developed during the Regional Plan Part 1 period of performance.
3. **Actionable Data and Analysis:** The selected contractor will provide a report where data and analysis are available and presented in a way this actionable and forms a sound basis for recommendations. Broad conclusory statements are not sufficient.
4. **Contract Updates and Support for Community Engagement:**
 - a. The selected contractor will provide 1) slide decks summarizing their approach, recommendations, and key findings; 2) a 2-pager summarizing their approach, key steps and recommended strategy highlights; and 3) video explaining their approach, key steps and recommended strategy highlights. These materials will be used in the Coalition meetings and posted on the Coalition website in multiple languages.
 - b. All contracted researchers are expected to attend monthly Coalition Subregional Task Group meetings in each county (San Diego and Imperial) as well as a Coalition Regional Task Group meeting to engage with Coalition members and answer general questions related to the Regional Plan Part 2 process and progress.
 - c. Data and industry analysis will be released on a rolling basis, allowing the Coalition to use the data in Community Engagement as soon as it is available.
 - d. Contractor will attend listening sessions organized by the coalition.
 - e. The Contractor will provide updates to both Sector Leads and Co-conveners on a weekly basis.
 - f. Contractors are expected to be available for at least three Zoom-based office hours where Coalition members can ask questions and provide feedback.
5. **Report Revisions:** Input from the Coalition will be incorporated into a first draft that is due by July 19, 2024, and a revised draft, inclusive of additional community input, that will be due on August 19, 2024. The contractor will be available to make any final edits to the document until the end of the contract on October 1, 2024.
6. **Technical Requirements:**
 - a. **Excel Plus:** Contractor will provide the data developed during the contract via Excel documents, as well as any other format.
 - b. **Sourced Data:** Data shall be entirely sourced, with the data's dates identified in writing. More than simply hyperlinking to a technical research page will be required but may be a supplementation to a written description. The data collection method and process shall be identified, i.e., survey, extracted from federal tax document, inferred from specific data sources, or other clear identification of the method of process.

- c. Data Limitations: Known issues related to the data are to be documented and workarounds and other methods used to address these limitations are to be clearly identified.
 - d. Labeled Charts and Graphs: Each data chart should be fully labeled and sourced. Definitions used for the data presented should be provided. When surveys, findings, and recommendations are used from a report or initiative, the sources need to be identified.
 - e. Inclusive Research Methodologies: Hyperlocal data, oral histories, and other research methodologies historically excluded from local planning processes shall be brought into the research and/or plan development process. Relevant existing data and data drawn from prior studies, especially information related to disinvested communities, that is accurate will be identified and may be appropriate for inclusion. The Task Groups, made up of the 52 community-elected Sector Leads, will vet the study methodology to ensure misconceptions, inappropriate generalizations, and inaccurate collection models are not amplified and brought into the regional planning process. Not all data is comparable or reasonably accessible. Some data will need to come from public databases while other data may need to be based on surveys or modeling.
7. Ownership and Access to Research: SDSURF, on behalf of the Coalition, will be receiving all research and related materials from the contracted researchers in order to meet contractual deliverables to the State. Regional planning process data and research results, including planning documents, will be made publicly available and accessible for a minimum of five (5) years. Community members may use such data and research results for educational and research purposes and as necessary to seek private and public funds that will benefit the region. Community members, educational and non-profit institutions may use such data and research results for educational and research purposes and to seek private and public funds that will benefit the region without a subscription, prior consent of the owners of data, or having to demonstrate the proposed use of the data.

II C. Terms of Agreement

The research agreement will continue through October 1, 2024. The contract term may be extended, upon mutual agreement of both parties, for additional research needs. Either party may terminate the agreement with a 30-day written notice.

II D. Cost Breakdown of Services

The maximum budget for the Regional Plan Part 2 contract is \$225,000. Price proposals will be reviewed with special consideration given to quotes that are cost effective without compromising the quality and completion of the full scope of work.

III. Instructions to Prospective Candidates

III A. Proposal Narrative Structure

Responses to this RFQ shall include the following Section Headings. Each section must conform to the noted limitations. The proposal narrative should be submitted as a single PDF document.

Section Headings:

- 1) Organization / Individual - Qualifications and experience in working with disinvested communities.

- a) Section limit - 3,000 characters with spaces (~1 page)
- 2) Organization / Individual - Qualifications and experience in economic development strategies, labor and workforce research, and inclusive community development models.
 - a) Section limits - 3,000 characters with spaces (~1 page)
- 3) Research/analysis work plan and proposed technical approach. Failure to provide a detailed work plan is a disqualification for the application.
 - a) Section limits - 3,000 characters with spaces (~1 page)
- 4) Samples of published reports from previous projects
 - a) Section Limit - Up to 5 linked reports
- 5) Capacity to meet project deadline
 - a) Section Limit - 250 characters with space (~2 sentences)
- 6) Statement confirming that proposed research will include both San Diego and Imperial County Subregions
 - a) Section Limit - 250 characters with space (~2 sentences)

III B. Proposal Budget

The proposal budget should be submitted separately from the proposal narrative and should provide enough detail for SDSURF to understand how the funds will be spent to achieve Scope of Work. Failure to provide a budget narrative that explains the resources that are being committed to project is a basis for disqualification. Budget items might include -

1. Staff Salary Total
2. Staff Benefit Total
3. Staff Travel Total
4. Operating Expenses
5. Equipment / supplies
6. Subcontractors
7. Indirect / Admin Costs

III C. Questions About This RFQ

Questions regarding this RFQ or SDSURF can be directed to Purchasing Manager, Charla Mullen at cmullen@sdsu.edu or 619-594-3413. The deadline to submit questions is 3:00 PM PST on Monday, June 10, 2024.

III D. Proposal Submission and Deadline

Proposals must be submitted by 3:00 PM PST on Monday, June 17, 2024, and should address each of the evaluation criteria below.

III E. Evaluation and Selection Process

Proposals will be reviewed by an SDSU designee(s) not directly involved with California Jobs First, with recommendations provided to SDSURF and Coalition Co-conveners and awards made in the best interest of the Coalition and its goals.

**Southern Border Coalition Co-conveners from organizations who submit proposals for research contracts will not participate in discussion and review of recommendations for awards for items bid on. Bids will not be accepted by faculty or staff from SDSU or any SDSU auxiliaries.*

Proposals should highlight expertise relevant to specific research deliverable. Proposals will be reviewed and evaluated based on the following criteria:

Scored Sections

1. (Maximum points possible = 35) Qualifications of the organization/individual and experience working with and doing research on disinvested communities.
2. (Maximum points possible = 20) Qualifications of the organization/individual and experience in economic development strategies, labor and workforce research, and inclusive community development models.
3. (Maximum points possible = 20) Research/analysis work plan and proposed technical approach.
4. (Maximum points possible = 15) Samples or links to published reports from previous projects.
5. (Maximum points possible = 10) Price proposal

Pass / No Pass Criteria

1. Capacity for contractor to meet project deadlines
2. Confirmation that the contractor research will cover both San Diego and Imperial County Subregions

III F. Final Selection Date

Selections will be made, and the chosen researcher will be notified 14-days from submission deadline, with the selected candidate commencing service delivery within 3 days from notification of selection made.

III G. SDSURF Contracting Requirements

Upon selection of a Contractor, the terms set forth in this RFP are to be embodied in a definitive written Contract containing such additional covenants and other provisions as may be mutually acceptable.

SDSURF contemplates that, in addition to the terms described in this RFP, the final Contract between the SDSURF and the selected Contractor will include, without limitation, the following principal terms:

1. Term: The contract term will continue through October 1, 2024. Either party may terminate the agreement with a 30-day written notice.
2. Warranties and Representations: Contractor will warrant and represent that Contractor and Contractor's personnel possess such expertise, experience, and resources to provide the services required under the Contract in a diligent, timely and professional manner consistent with the highest standards of the industry.
3. Equipment, Tools, Supplies: The Contractor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to perform the Services under the Contract.

4. Representation of Others: Contractor will advise SDSURF of any 3rd party engagements for services which may conflict with activities or objectives of this Contract and shall take precautions to ensure that such conflict does not impede the performance and delivery of services under this Contract. However, SDSURF will retain the right, in its sole discretion, to terminate the Contract upon written notice if, in SDSURF's sole opinion, any potential or actual conflict cannot be immediately resolved or will in any way compromise or adversely affect the performance of contractual requirements.

5. Independent Contractor Status: Contractor will be an independent contractor and shall perform as such.

6. Compliance with Laws: Contractor will comply with all applicable federal, state, and local laws, regulations as required for the services rendered.

7. Conflict of Interest: Contractor will agree to comply with the provisions of SDSURF's Conflict of Interest Code ("Code") and file all reports required by the Code. A copy of the Code will be provided upon request.

8. Indemnity Obligations Of Contractor: To the fullest extent permitted by law, the Contractor will agree to protect, indemnify, defend and hold SDSURF, its officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Contract (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Contractor, the Contractor's employees, subcontractors, agents, representatives or assigns (collectively, the "Contractor's Agents") in the performance or non-performance of the professional services required to be performed by the Contractor under the Contract; or (c) SDSURF's enforcement of its rights under this indemnity provision. Contractor will agree that its obligations under this indemnity will survive the expiration or termination of this contract. In the event both SDSURF and the Contractor are named as defendants in the same civil action, and that a conflict of interest exists between the parties, Contractor will agree to provide, at its own cost, independent counsel for SDSURF. However, SDSURF may retain its own independent counsel at its option.

9. Insurance Obligations of Contractor: The Contractor will agree to provide and keep in full force and effect during the term of the contract, at the Contractor's own cost and expense, the following insurance policies for the joint benefit of the Contractor and SDSURF, with an insurer acceptable to SDSURF:

- Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000) combined single limit.
- Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000); at least One Million Dollars (\$1,000,000) personal and advertising injury limit; at least One Million Dollars (\$1,000,000) premises and operations limit; at least One Million Dollars (\$1,000,000) each occurrence limit.
- Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000); with a limit of at least One Million Dollars (\$1,000,000 per claim).

- Excess insurance in the minimum amount of One Million Dollars (\$1,000,000) over and above the limits set forth above.
- Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor will, upon request, provide SDSURF with certificates of insurance evidencing its compliance with the coverage requirements set forth above. Each such policy will be primary and non-contributing with respect to any other insurance maintained by or available to SDSURF.

10. Termination at Will: The Contract may be terminated by SDSURF upon thirty (30) days' written notice to the Contractor. In addition, the Contract may be terminated:

i. Default by Contractor. The Contract may be terminated by SDSURF on seven (7) days' written notice to the Contractor in the event the Contractor is in default under any of the provisions of the Contract

ii. Automatic Termination. The Contract will automatically terminate on the occurrence of any of the following events:

- Bankruptcy or insolvency of either party
- Sale of the business of either party
- Failure to comply with federal, state, or local laws, regulations, or requirements with respect to services being rendered or
- Expiration of the Contract

11. Ownership of Documents: All work product and instruments of the Specifications ("Work Product") and all rights thereto in the nature of copyright, trademark, patent, and rights to ideas will be assigned to, and will become the property of SDSURF whether or not the work is completed. In the event of termination of the Contract, or abandonment or suspension of work performed under the Contract, all Work Product and all such rights thereto existing as of the date of such termination, suspension or abandonment will be assigned to, and will become the property of SDSURF as of such.

Regional planning process data and research results, including planning documents, will be made publicly available and accessible for a minimum of five (5) years. Community members may use such data and research results for educational and research purposes and as necessary to seek private and public funds that will benefit the region. Community members, educational and non profit institutions may use such data and research results for educational and research purposes and to seek private and public funds that will benefit the region without a subscription, prior consent of the owners of data, or having to demonstrate the proposed use of the data.

12. Confidentiality and Publicity: Contractor will retain all confidential information in the strictest confidence and will neither use it nor disclose it to anyone without the prior written consent of SDSURF. SDSURF will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. Contractor will not issue any public announcements concerning SDSURF without the prior written consent of SDSURF.

13. Nondiscrimination: During the performance of this Contract, Contractor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Contractor will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and applicable regulations promulgated thereunder.

14. Assignment/Subcontracting: Assignment -- The Contractor will not assign or transfer its interest, in whole or in part, under the Contract, without the written consent of SDSURF, which consent may be granted or withheld in the sole and absolute discretion of SDSURF. Subcontracting -- The Contractor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the Services, subject to the approval of SDSURF.

15. Audit: SDSURF reserves the right to have an independent audit conducted of Contractor's compliance with the terms of this Contract, if SDSURF believes that such an audit is necessary to ensure confidentiality, financial and/or program accountability or integrity. In addition, Contractor agrees to cooperate with auditors or investigators authorized to audit the activities of SDSURF. Contractor further agrees to cooperate with SDSURF and provide information that SDSURF may need to defend any legal challenges that may be made to the services engaged in by Contractor.

16. General Provisions:

i. Force Majeure. Neither party will be deemed in default of the Contract or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to:

- Acts of Nature or public enemy
- Acts of the government in either its sovereign or contractual capacity
- Fires
- Floods
- Epidemics
- Quarantine restrictions
- Strikes
- Embargoes
- Earthquakes
- Unusually severe weather

ii. Governing Law. The Contract will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.

iii. Attorneys' Fees. In the event either party institutes any action or proceeding against the other party relating to the Contract, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit on the Contract shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the Contract into any judgment on the Contract.

iv. Arbitration. Any question, claim or dispute arising out of or in connection with this Contract more than Five Thousand Dollars (\$5,000.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of San Diego, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator will be bound to apply legal principles in accordance with California law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of the Contract. The cost of the arbitration shall be borne equally by the parties, each party to pay its own fees and costs. Disputes of Five Thousand Dollars (\$5,000) or less shall be handled in Small Claims Court in the City and County of San Diego.

Questions regarding this RFQ or SDSURF can be directed to Purchasing Manager, Charla Mullen at cmullen@sdsu.edu or 619-594-3413.