Solicitation 6802

The Sage Project

Solicitation Designation: Regional

State of California
Solicitation 6802
The Sage Project

Solicitation Number 6802
Solicitation Title The Sage Project
Expected Expenditure $0.00 (This price is expected not guaranteed)

Solicitation Start Date Nov 16, 2015 4:48:24 PM PST
Solicitation End Date Feb 15, 2016 3:00:00 PM PST
Question & Answer End Date Feb 8, 2016 3:00:00 PM PST

Solicitation Contact Jeff Fratt
Interim Assistant Director
619-594-3965
jfratt@mail.sdsu.edu

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Description
San Diego State University (SDSU) is requesting proposals from local governments to serve as the official community partner for the Sage Project starting Fall 2016. The selected partner will benefit from thousands of hours of work by SDSU students and faculty members from a wide range of disciplines to help the partner achieve their smart growth, quality of life, and sustainability goals. Our government partner must support the partnership effort through payment of a fee and dedicated staff time. We anticipate that the selection process will be competitive. Open to local governments within San Diego County only.
The Sage Project is a partnership between San Diego State University (SDSU) and a local government in the San Diego region that lasts for one year. Students, through their course work, engage in meaningful real-world projects and contribute to the quality of life of residents in the city partner’s community. SDSU students and faculty connect with high-priority, high-need community projects identified by the city partner, thereby generating interest and fresh ideas that create momentum and provide real service to the community. The Sage Project is based on the highly successful and award-winning Sustainable City Year Program at the University of Oregon. Like the project in Oregon, the Sage Project at SDSU engages hundreds of students who invest thousands of hours assisting communities in our region as they seek to build a more equitable and sustainable future.
SAN DIEGO STATE UNIVERSITY
REQUEST FOR PROPOSAL
for
~THE SAGE PROJECT~

PROPOSAL DATA
Proposal Number: RFP #6802, November 16, 2015
Description: Local Community Projects

RFP Contact: Jeff Fratt, C.P.M., Assistant Director, Contract and Procurement Mgmt.
619-594-3965  FAX 619-594-5919 E-mail: jfratt@mail.sdsu.edu

Project Contact Jessica Barlow, Ph.D.
619-594-3807  E-mail: jessica.barlow@sdsu.edu

ALL QUESTIONS AFTER FEBRUARY 1, 2016: Shall be directed to Jeff Fratt at jfratt@mail.sdsu.edu
DEADLINE FOR QUESTIONS: February 8, 2016 at 3:00 p.m.

PROPOSAL DUE DATE (One digital version)
Date: Monday, February 15, 2016
Time: 3:00 p.m.
Location: Contract & Procurement Management Office, Administration Bldg Rm 116
5500 Campanile Drive, San Diego, CA  92182-1616

PROPOSAL CONTENTS
Exhibit A: Request for Proposal “RFP”, consisting of twelve (12) pages;
Exhibit B: Sample Application Review Form, consisting of four (4) pages;
Exhibit C: Sample MOU, consisting of four (4) pages;
Exhibit D: Sample Project Agreement, consisting of eight (8) pages;
Exhibit E: Sample Proposal, City of Santee, consisting of twenty two (22) pages.

Sealed written responses must be received by the Contract & Procurement Management Office no later than the date, time and location indicated above for RFP Due Date. SDSU assumes no responsibility for delay in delivery of the proposal to the designated delivery location by the United State Postal Service, by University Mail Services, or by any other means. Submittal of responses by electronic means is acceptable.

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

INTENT:

San Diego State University (SDSU) is requesting proposals from local governments to serve as the official community partner for the Sage Project starting Fall 2016. The selected partner will benefit from thousands of hours of work by SDSU students and faculty members from a wide range of disciplines to help the partner achieve their smart growth, quality of life, and sustainability goals. Our government partner must support the partnership effort through payment of a fee and dedicated staff time. We anticipate that the selection process will be competitive. Deadline for proposals: February 15, 2016.

OVERVIEW OF THE SAGE PROJECT:

The Sage Project is a partnership between San Diego State University (SDSU) and a local government in the San Diego region that lasts for one year. Students, through their course work, engage in meaningful real-world projects and contribute to the quality of life of residents in the city partner’s community. SDSU students and faculty connect with high-priority, high-need community projects identified by the city partner, thereby generating interest and fresh ideas that create momentum and provide real service to the community. The Sage Project is based on the highly successful and award-winning Sustainable City Year Program at the University of Oregon. Like the project in Oregon, the Sage Project at SDSU engages hundreds of students who invest thousands of hours assisting communities in our region as they seek to build a more equitable and sustainable future.

The Sage Project has included courses from a wide variety of disciplines, including the following:

- anthropology
- audiology
- city planning
- communication
- computer science
- civil engineering
- environmental engineering
- exercise and nutrition science
- geography
- graphic design
- homeland security
- hospitality and event planning
- international security and conflict resolution
- marketing
- political science
- public administration
- public health
- real estate and finance
- recreation and tourism management
- speech, language, and hearing sciences

Of course, additional disciplines may be added per the needs of the city partner and availability and interest of the faculty. In addition, projects often involve collaboration across multiple courses and disciplines to address goals from multiple perspectives.

Projects with our National City and Santee partners over the past 3 years have been tied to goals and initiatives in their strategic plans and they were developed in consultation with city staff and city councilmembers. Such projects have included, for example, the following:

- Street improvements to slow traffic, enhance pedestrian safety, address stormwater runoff, and beautify the area with drought-tolerant landscaping;
- Land use analysis and designs for redevelopment of sites in a designated tourism district;
- Recommendations for enhancement of the city’s Emergency Operations Plan using social media, technology, and funding;
- Improved wayfinding and signage throughout parks, tourist attractions, and high-density areas;
- Energy calculations, engineering design and cost/benefit analysis for building-integrate solar cell installation at the public library;
- Long-range property management plan, market analyses, and basic valuation estimates of redevelopment parcels;
- Policy recommendations for cost savings for the city’s general fund;
- Analysis of air quality and noise pollution due to industry and recommendations for mitigation of impact on the health and well-being of the city’s residents;
- Needs assessment for community services related to health, safety, and social well-being of residents;
- Improve the management of the physical infrastructure by updating and expanding the current GIS asset inventory and mapping of assets; and
- Review inventory of undeveloped sites for opportunities to develop and implement water quality enhancement projects.

The Sage Project is supported by fees paid by the city partner.
SECTION II: SCHEDULE OF EVENTS

Release of Request for Proposal  
November 16, 2015

Project Idea Period  
November 16, 2015 – February 1, 2016

Deadline for Receipt of Written Questions (3:00 p.m.)  
February 8, 2016

Deadline for Receipt of Proposal Packages (3:00 p.m.)  
February 15, 2016

Proposal Review Period  

Notice of Intent to Award  
February 23, 2016

Contract Awarded  
March 2, 2016

NOTE: Schedule of Events dates may be adjusted upon advanced written notice.
SECTION III: SCOPE OF WORK

BENEFITS TO THE LOCAL GOVERNMENT PARTNER:

Over the course of an academic year, students together put in thousands of hours to generate hundreds of creative and implementable project-related ideas, solutions, analyses, and designs based on their training, their knowledge of the community, and their research on relevant projects around the world under the guidance of faculty experts with extensive knowledge of cutting-edge research and its practical application. The students are able to take risks and propose novel ideas to the public that allow for conversations and communication between the community, the city staff, and other stakeholders on a broad range of topics to move forward with sustainable community development. The work done by students is creative and reflects new and innovative perspectives for the city partner that may otherwise be absent due to limited time and resources, which in turn can get stagnant projects moving again by motivating staff and the community.

The partnership also provides greater publicity, energy, and enthusiasm for and by the city due to faculty and student engagement, which results in an improved reputation for the city as future-oriented and sustainability-focused.

Additionally, the partnership will involve education of highly engaged students with in-depth knowledge of the partner’s community who may serve as prospective interns and/or staff members in the community. These students also serve as knowledgeable voices in the community who can in turn educate their fellow students, the residents, business owners, and future employers about their experiences and their contributions to the partnership.

Upon completion of each project, or milestone of a given project, students present their designs, analyses, solutions, and recommendations to the city in a public format to the city and community. The Sage Project then consolidates their work into a professional report that the city partner can then use for decision-making.

PROJECT PROPOSALS:

The city partner should have the resources (staff and funding) to support between 10 and 20 projects that focus on smart growth, quality of life, and sustainability initiatives. It is recommended, however, that the proposal to be submitted to the Sage Project actually include 15 to 25 projects, as it is possible that not all projects in the proposal will be able to connect with SDSU courses.

City partners are encouraged to partner with other entities, such as other cities, counties, transit districts, school districts, nonprofit organizations, and businesses in the development of projects and sharing of costs.

Prospective city partners should contact the Sage Project Director while they prepare their proposals in order to discuss project ideas. This allows for ‘matchmaking’ to occur, whereby (1) the city partner proposes a list of projects, (2) Sage Project staff and the city officials discuss ways to adapt those projects to better fit the interest, expertise, and suitability to SDSU’s faculty and courses, and then (3) the city partner suggests modifications to original project ideas and/or additional projects based on SDSU’s capacity that address the city’s goals.
During the proposal review process, the Sage Project will match these proposed projects with faculty and their courses. The timeline for proposed projects should be 9 months or less, and should take into consideration SDSU’s academic terms. SDSU is on a semester system: the Fall semester starts in late August and ends in early December; the Spring semester starts in mid-January and ends in mid-May. Note that few relevant courses are offered during the summer; however, during this time, students conducting independent study or thesis work may be working on Sage-related projects.

**TIMELINE FOR LOCAL GOVERNMENT SELECTION PROCESS:**

November 16, 2015 - February 1, 2016: Sage Project accepts applications for the 2016-2017 partnership. The Sage Project Director will be available by phone and for face-to-face meetings in order to discuss possible projects. It is strongly recommended that potential partners contact Sage Project faculty and staff to discuss ideas. Sage Project staff can assist with making these connections. After February 1, 2016 all questions shall be directed to SDSU’s Contracts and Procurement Office, RFP Contact; Jeff Fratt, jfratt@mail.sdsu.edu.

February 15, 2016 by 3:00 p.m.: Proposals are due to the Sage Project.


March 2, 2016: Contract Awarded

March 3 – April 2016: Final draft of project list is completed. The Sage Project and the city partner will match the proposed projects with SDSU faculty and courses. Contract with the city partner will be prepared, negotiated, and finalized.

April 2016: Sage Project and the city partner will publicly announce the 2016-2017 partnership.

**PARTNERSHIP YEARLY TIME LINE:**

April 2016: City partner is selected and proposed projects are matched with SDSU faculty and courses. Sage Project and city partner develop and sign memorandum of understanding.

Summer 2016: Sage Project and city partner develop Scopes of Work for each project and participating course. Sage Project and faculty meet with city partner liaisons, city staff, and community representatives. City partner staff provides background information and documents relevant to the projects.

Fall 2016: Semester begins late August. Fall classes begin work on projects.

Spring 2017: Spring classes work on projects. Fall semester reports delivered to city partner.


Summer 2017: Spring semester reports delivered to city partner.

**ANTICIPATED COSTS AND RESOURCES:**

The city partner should have the resources (staff and funding) to support between 10 and 20 projects that focus on smart growth, quality of life, and sustainability initiatives. It is recommended that the city identify around 15 to 25 projects, as it is possible that not all projects will be able to connect with SDSU courses.

The cost of the partnership depends on the number of projects proposed as well as the number of classes working on each project. The cost of each project can range from $15,000 to $50,000, which, as stated, is dependent upon the number of classes connected to that project. The Sage Project can be funded through the city’s general fund, state and federal grants, local agencies, and also through
partnerships with other organizations, such as school districts, utilities, non-profit organizations, and private businesses.

The funding covers the following: coordination and communication support from Sage Project staff; site visits to the partner city by Sage Project staff, faculty, and students; development, printing, and distribution of compiled reports; end-of-year symposium and other events; coordination with media and public relations for publicity and networking for the partnership.

The Sage Project partnership only works if there is a high level of engagement between the program and the partner city. The Sage Project Director is responsible for coordinating the faculty and students and serves as the liaison for the city partner. Partnerships are most successful if the city partner can also appoint one lead person at .25 to .5 FTE to serve as the coordinator on the city side and to liaise with the Sage Project Director. This lead must be knowledgeable about each project and the city staff and SDSU faculty member(s) involved. The time commitment is dependent upon the number of projects and the number classes connected to that project and the liaison’s level of involvement.

In addition, we connect individual faculty members to their specific city contact so as to maximize project success. This requires city staff to dedicate an average of a few hours each week towards the project during the particular semester. During the summer prior to the start of the partnership, the Sage Project and the city partner will develop Scopes of Work for each project and participating course, which will detail the specific project and associated goals, activities, deliverables, and estimated costs. Also during that time, the city partner staff will need to provide SDSU with background information and documents relevant to the projects, such as GIS maps, photographs, concept plans, and relevant data.
SECTION IV: PROPOSAL FORMAT/SUBMITTALS

SAGE PROJECT PROPOSAL GUIDELINES:

The Sage Project partnership proposal should include the following:

Information about the City:
- City name
- City manager’s name
- Name and contact information of primary city staff liaison (phone, e-mail, postal address, department, and staff role)
- List of partner organizations and their roles in the partnership

Summary: List of Proposed Projects:
- A one- to two-paragraph summary of the proposed projects
- Sustainability and quality of life impacts of proposed projects
- Designated staff contacts and leads for each proposed project

Note: Prospective city partners are strongly encouraged to contact the Sage Project Director, Jessica Barlow, while developing their proposed projects.

Specific Project Details: For each individual project, provide a detailed description to include:
- A map of project site (as relevant)
- Staff involved
- Funding sources anticipated or sought
- Partner organizations and their role
- Project goals
- Sustainability and quality of life impact
- Specific issues, problems, or concerns that students may be able to address

Letters of Support: Provide letters of support from the following:
- City manager
- City elected governing body
- Selected or proposed partner organizations (as relevant)
- Funding entities (as relevant)

Also provide reference to the city’s sustainability action plan, climate action plan, strategic plan, and/or other documents that attest to the city’s commitment to sustainability.
**PROJECT CONTACT:**

For more information about the Sage Project and to start potential projects, please visit the website: [http://sage.sdsu.edu](http://sage.sdsu.edu). The Sage Project Director, Jessica Barlow, is also available to answer your questions about the Sage Project until February 1, 2016.

Jessica Barlow  
Sage Project Director  
San Diego State University  
jessica.barlow@sdsu.edu  
619-594-3807

**NATIONAL CITY CONTACTS:**

City partner representatives from the Sage Project’s partnership with the City of National City are also available to answer your questions about their experiences with the partnership.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>City of National City</th>
<th>Email Address</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Brad Raulston</td>
<td>Executive Director of Development</td>
<td>City of National City</td>
<td><a href="mailto:braulston@nationalcityca.gov">braulston@nationalcityca.gov</a></td>
<td>619-818-8500</td>
</tr>
<tr>
<td>Leslie Deese</td>
<td>City Manager</td>
<td>City of National City</td>
<td><a href="mailto:ldeese@nationalcityca.gov">ldeese@nationalcityca.gov</a></td>
<td>619-336-4242</td>
</tr>
</tbody>
</table>

**RFP CONTACT:**

The University’s sole point of contact after February 1, 2016 for all matters relating to this RFP is:  
Jeff Fratt, C.P.M., Assistant Director, Contract and Procurement Management  
619-594-3965 fax 619-594-5919,  
SDSU Contract and Procurement Management, AD 116  
5500 Campanile Dr. San Diego CA 92182-1616  
jfratt@mail.sdsu.edu
SECTION V: RESPONSE REQUIREMENTS

RECEIPT OF PROPOSAL PACKAGES (Electronic Copy):
Packages (1 Original burned to CD or USB) shall be received at the Contract and Procurement Management Office, Administration Building Room 116, until Monday, February 15, 2016 at 3:00 P.M.

Packages shall be submitted in a sealed envelope(s) marked with:
- The Name of Proposer
- Buyer~Jeff Fratt, C.P.M., Buyer III Lead
- RFP #6802 - Proposal Due Date –2/15/16 @ 3:00pm

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

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

RECEIPT OF PROPOSAL PACKAGES (email):
Send your proposals to jfratt@mail.sdsu.edu

1. To facilitate the evaluation process, Proposers are encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
   - Criteria 1 ~ High Level Support
   - Criteria 2 ~ Sustainability
   - Criteria 3 ~ Financial Support
   - Criteria 4 ~ Impact
   - Criteria 5 ~ Logistics & Suitability
   - Criteria 6 ~ External Organization Support

2. ADDITIONAL INFORMATION/QUESTIONS. Requests for additional information or clarification about the RFP process must be submitted in writing to Jeff Fratt (jfratt@mail.sdsu.edu) no later than, Monday, February 8, 2016 at 3:00 p.m. If you have non-technical questions you may call Jeff Fratt at phone 619-594-3965 or email jfratt@mail.sdsu.edu.

3. Proposers shall not to contact other employees of SDSU after February 1, 2016.
SECTION VI: PROPOSAL REVIEW AND AWARD CRITERIA

SAGE PROJECT PROPOSAL REVIEW PROCESS

The Sage Project will review all proposals based on the following:

High-Level Support: The proposal shows evidence that the city manager and elected officials are willing to direct city staff to provide the necessary time, resources, and participation in the Sage Project partnership.

Sustainability: Proposed projects address sustainability goals, such as (but are not limited to) the following: reduction of greenhouse gas emissions, reduction of energy and water usage, increase in social equity, cost-savings, increase in walkability/bikeability and/or public transportation, and redevelopment of existing sites.

Financial Support: The city partner’s fee will be $15,000-$50,000 per project for 10-15 projects, which will include 20-30 courses, 500-1000 students, and thousands of hours of effort. A formal commitment of funds is not required at the time of proposal submission; however, a statement regarding the expected funding sources should be included in the proposal.

Impact: The proposed projects are directly tied to the city partner’s goals and will have an identifiable positive impact on the community. Indicate how this positive impact will be measured following the completion of the partnership.

Logistics: The proposed projects are compatible with the SDSU Academic Calendar of two 15-week semesters, and can be completed within the timeline provided above.

Suitability: The proposed projects are suitable to the knowledge and skills of the Sage Project faculty and their students. The Sage Project staff will determine those faculty members who are able and interested in carrying out the proposed projects based on their own course needs as well as their research focus. Discussion of proposed projects with the Sage Project Director as they develop will better ensure the suitability of those projects to the Sage Project faculty.

External Support: Description of the nature of involvement by other organizations (e.g., nonprofit organizations, transportation districts, school districts) that will serve as partners in the proposed projects.

AWARD CRITERIA. Award shall be made to the most responsive, responsible proposer(s) scoring the highest points as evaluated by the SDSU Evaluation Committee using the evaluation criteria as stated on Exhibit A, Section VI, Page 12 and Exhibit B, Application Review Form.
The Sage Project at SDSU
Application Review Form for 2016-17 Partnership

Reviewer:  

A. Project Match with Departments and Programs
Please indicate which departments and programs are likely to be involved in each project. Relevant evaluation criterion: Projects must be within the capability of Sage Project/SDSU faculty and students. The Sage Project will identify faculty who are able and willing to carry out projects based on curricular and research needs and interests.

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Description</th>
<th>Art and Design</th>
<th>City Planning</th>
<th>Business</th>
<th>Engineering</th>
<th>Geography</th>
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<th>Notes and other potential matches:</th>
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B. Criteria:

1) **High Level Support:** The proposal shows evidence that the city manager and elected officials are willing to direct city staff to provide the necessary time, resources, and participation in the Sage Project partnership.
   
a) Letter indicates a commitment of time and resources to complete projects:

b) Letter conveys enthusiasm about the Sage Project:

c) Additional thoughts about letter of support:

d) Rating: ☐ 5 (highest) ☐ 4 ☐ 3 ☐ 2 ☐ 1 (lowest)

2) **Sustainability:** Proposed projects address sustainability goals, such as (but are not limited to) the following: reduction of greenhouse gas emissions, reduction of energy and water usage, increase in social equity, cost-savings, increase in walkability/bikeability and/or public transportation, and redevelopment of existing sites.
   
a) By project number, which projects have clear sustainability goals?

b) By project number, which projects do not have clear sustainability goals?

c) Rating: ☐ 5 (highest) ☐ 4 ☐ 3 ☐ 2 ☐ 1 (lowest)

3) **Financial Support:** The city partner’s fee will be $15,000-$50,000 per project for 10-15 projects, which will include 20-30 courses, 500-1000 students, and thousands of hours of effort. A formal commitment of funds is not required at the time of proposal submission; however, a statement regarding the expected funding sources should be included in the proposal.
   
a) How feasible is the funding support for the projects?
b) Additional thoughts about proposed funding:

c) Rating: ☐ 5 (highest) ☐ 4 ☐ 3 ☐ 2 ☐ 1 (lowest)

4) **Impact:** The proposed projects are directly tied to the city partner’s goals and will have an identifiable positive impact on the community. Indicate how this positive impact will be measured following the completion of the partnership.
   a) By project number, which projects offer the **best** chance to make a measurable positive impact? Identify 4 to 6 projects.

   b) By project number, which projects offer the **least** chance to make a measurable positive impact? Identify at least one.

   c) Rating: ☐ 5 (highest) ☐ 4 ☐ 3 ☐ 2 ☐ 1 (lowest)

5) **Academic Calendar and Logistics:** Projects are compatible with SDSU academic calendar of two 15-week semesters. Some projects may be complex enough to involve multiple courses over two semesters.
   a) Based on your experience, which projects (by project number) are likely to require more than one semester to complete?

   b) Which projects (by project number) are likely to require more than one academic year to complete?

   c) For projects that appear to be too small or too large, are there ways the project could be matched with or adapted for other SDSU programs?

   d) Rating: ☐ 5 (highest) ☐ 4 ☐ 3 ☐ 2 ☐ 1 (lowest)

6) **External Organization Support:** Projects that involve other organizations (e.g., nonprofit organizations, transportation districts, school districts) should indicate how these partnerships would function.
   a) How weak or strong is/are the letters of support from the external organization?
b) Additional thoughts about the relationship between the city and external organizations:

c) Rating:  □ 5 (highest) □ 4 □ 3 □ 2 □ 1 (lowest)

7) **Other Comments:** Use this space for additional comments about the application or the proposed projects.
Memorandum of Understanding
Between
The Board of Trustees of the California State University System, on behalf of
San Diego State University
and
XXXXXXX

This Memorandum of Understanding (“MOU”) is entered into on this Xth day of March, 2016 by
and between the XXXXXXX, a municipal corporation (the “City”) and the Board of Trustees of
the California State University system, on behalf of San Diego State University (“SDSU”).

RECITALS

WHEREAS, the City and SDSU desire to establish a relationship in which SDSU and the City collaborate on a variety of programs; and

WHEREAS, the collaboration between the parties may give rise to specific projects in which SDSU may be able to assist the City with an issue, concern, or problem; and

WHEREAS, the purpose of this MOU is to outline the general parameters of the collaboration; and

WHEREAS, the City and SDSU will enter into a separate Project Agreement for each project;

NOW THEREFORE, the City and SDSU agree as follows:

1. Project Agreement. The City and SDSU shall enter into a separate Project Agreement for each project. A copy of the template for the Project Agreement is attached to this MOU as Exhibit “A”. SDSU and the City agree to each and every provision of the attached Project Agreement.

2. General Responsibilities of the City. The City shall:

A. Work with SDSU to develop potential projects;

B. Provide information in support of each project including, but not limited to, reports, designs, plans, and data sets;
C. Assist SDSU with identifying stakeholders, public engagement activities, and community contacts in support of each project, as applicable; and

D. Host student field trips to help establish the context for projects, as applicable.

2. **General Responsibilities of SDSU.** SDSU shall:

   A. Assign qualified students to work on each specific project;

   B. Assign qualified faculty member(s) to supervise the performance of the student(s) on the specific projects;

   C. Assist with the development of a scope of work for each project;

   D. Provide logistical support for each project; and

   E. Develop communications about the Programs and the specific projects.

3. **Effective Date and Length of the MOU.** This MOU will become effective on March X, 2016. The duration of this MOU is for the period of one (1) year, with the option to renew for one additional twelve (12) month period.

4. **Contacts.** The parties shall assign a contact person who shall have responsibility for the execution and progress of this MOU.

   The contact person for the City:

   Name
   Title
   City/County
   Street Address
   City, CA XXXXX-XXXX

   The contact person for SDSU:

   Jeff Fratt, C.P.M.
   Assistant Director, Contract and Procurement Management
   Reference Agreement _________________
   Contract and Procurement Management

   2016 Mou between SDSU and XXXXX
5. **Termination.** This Agreement may be terminated with or without cause by either party. Termination shall be effective upon thirty (30) day’s written notice to the other party.

6. **Assignment.** Neither this MOU nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this MOU without the prior written consent of the other party.

7. **Capacity and Authority.** All individuals signing this MOU represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

8. **Miscellaneous Provisions.**

   A. **Captions.** Any captions to, or headings of, the sections or subsections of this MOU are solely for the convenience of the Parties, are not a part of this MOU, and shall not be used for the interpretation or determination of the validity of this MOU or any provision hereof.

   B. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this MOU shall not be deemed to confer any rights upon, or obligate the Parties, to any person or entity other than the parties hereto.

   C. **Exhibits and Schedules.** Any Exhibits and Schedules attached to this MOU are incorporated into this MOU by this reference for all purposes.

   D. **Amendment to this MOU.** The terms of this MOU may not be modified or amended except by an instrument in writing executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date and year first above written.

[Signature Page to Follow]
CITY OF XXXXXXX

By: ______________________
    Name / Title / Date

APPROVED AS TO FORM:

__________________________
Attorney / Date

SAN DIEGO STATE UNIVERSITY

By: ______________________
    Agnes Wong Nickerson / Date
    Associate Vice President
    Financial Operations

By: ______________________
    Kathy La Master / Date
    Associate Vice President for Academic Affairs
PROJECT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY SYSTEM,
ON BEHALF OF
SAN DIEGO STATE UNIVERSITY
AND
XXXXXXXXXXXXX

This Agreement is entered into on this __________ day of ________________, 20__ by and between the City of National City, a municipal corporation (the “City”) and the Board of Trustees of the California State University system, on behalf of San Diego State University, Division of Undergraduate Studies (“SDSU”).

RECITALS

WHEREAS, the City and SDSU entered into a Memorandum of Understanding (“MOU”) dated __________________, which outlines the general parameters of the collaboration between the City and SDSU; and

WHEREAS, the MOU states that the City and SDSU will enter into a separate Project Agreement for each project; and

WHEREAS, #######

NOW THEREFORE, the City and SDSU agree as follows:

AGREEMENT

1. **ENGAGEMENT OF SDSU.** The City agrees to engage SDSU, and SDSU agrees to perform the services set forth in this Agreement in accordance with all terms and conditions contained herein.

2. **SCOPE OF SERVICES.** [PROVIDE GENERAL DESCRIPTION OF WORK SDSU WILL PERFORM HERE. THIS WILL BE THE “PROJECT”.] SDSU will perform services as set forth in the attached Exhibit “A”.

   1. **PROJECT COORDINATION AND SUPERVISION.**

      ________________ is designated as the Project Coordinator for the City and will monitor the progress and execution of this Agreement. SDSU shall assign a single Project Coordinator to provide supervision and have overall responsibility for the progress and execution
of this Agreement for SDSU. ________________ is designated as the Project Coordinator for SDSU.

2. **COMPENSATION AND PAYMENT.** The total cost for all work described in Exhibit “A” shall be _____________. Payment shall be in one lump sum and is due upon completion of the services as set forth in Exhibit “A”. This payment is the only financial responsibility of the City. The City shall not be responsible for any other expenses related to the performance of the services pursuant to this Agreement.

5. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on [INSERT DATE]. The duration of this Agreement is for the period of _______________ through _______________. Completion dates or time durations for specific portions of the Project are set forth in Exhibit “A”.

6. **INDEPENDENT CONTRACTOR.** Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. SDSU’s employees and students are not employees of the City, and are not entitled to any of the rights, benefits, or privileges of the City’s employees, including but not limited to retirement, medical, unemployment, or workers’ compensation insurance.

7. **CONTROL.** Neither the City nor its officers, agents, or employees shall have any control over the conduct of SDSU or any of SDSU’S employees, students, or volunteers, except as herein set forth, and SDSU or SDSU’s agents, servants, employees, students, or volunteers are not in any manner agents, servants, or employees of the CITY, it being understood that SDSU, its agents, servants, employees, students, and volunteers are as to the CITY wholly independent contractors, and that SDSU’s obligations to the City are solely such as are prescribed by this Agreement.

8. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned by SDSU without the prior written consent of the City. SDSU shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of the City.

9. **COMPLIANCE WITH APPLICABLE LAW.** SDSU, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted.

10. **NON-DISCRIMINATION PROVISIONS.** SDSU shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. SDSU will take positive action to insure that applicants are employed without regard to their age, race,
color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11. **CONFIDENTIAL INFORMATION.** The City may from time to time communicate to SDSU certain confidential information to enable SDSU to effectively perform the services to be provided herein. Such confidential information shall be in writing and shall be clearly marked as “CONFIDENTIAL INFORMATION” on the face of such document. SDSU shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the City. SDSU shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 11, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of SDSU, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of SDSU without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to SDSU by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

If SDSU receives a request for documents pursuant to the California Public Records Act, California Government Code sections 6250 through 6259, which SDSU received from the City regarding the subject matter of this Agreement, SDSU shall notify the City as soon as possible to give the City the opportunity to object and seek any appropriate relief. In its performance hereunder, SDSU shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

12. **INDEMNIFICATION AND HOLD HARMLESS.**

A. SDSU agrees to defend, indemnify and hold harmless the City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys’ fees, and defense costs, of any kind or nature, including workers’ compensation claims, of or by anyone whomsoever, resulting from or arising out of SDSU’s performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.
B. The City agrees to defend, indemnify and hold harmless SDSU, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys’ fees, and defense costs, of any kind or nature, including workers’ compensation claims, of or by anyone whomsoever, resulting from or arising out of the City’s performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SDSU, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

13. **STATUS OF STUDENTS.** Students are not officers, agents, or employees of SDSU.

14. **INSURANCE.**

   A. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

   B. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

   C. SDSU shall provide professional and personal general liability coverage for students performing services pursuant to this Agreement through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are $1,000,000.00 for each Loss and $2,000,000.00 Aggregate for all Covered Parties, and not per student. The City shall be named as an additional insured under the SAFECLIP Program.

   D. The self-insurance and SAFECLIP Program above shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any policies held by the City shall not contribute to any loss under said self-insurance and SAFECLIP Program. Said self-insurance and SAFECLIP Program shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

   E. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City’s Risk Manager. If such self-insurance and SAFECLIP Program are not kept in full force and effect at all times during the terms of this Agreement, the City may elect to treat the

SDSU Agreement No. _____________  4
failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

15. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, the parties shall pay their own costs and expenses of suit, including attorneys’ fees.

16. **DISPUTE RESOLUTION.** Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by the Project Coordinators of the City and SDSU shall be brought to the attention of the City Manager, or designee, of the City and the Associate Vice President, Financial Affairs, or designee, of SDSU for joint resolution. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement. Despite an unresolved dispute, the City and SDSU shall continue without delay to perform its responsibilities under this Agreement. The Parties shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

17. **TERMINATION.** If either party wishes to terminate this Agreement due to non-performance or failure to meet expectations, the terminating party will consult with the other party to seek resolution. Notwithstanding the above, this Agreement may be terminated with or without cause by the either party upon 30 days written notice to the other party. In the event of termination, all finished or unfinished Reports, Data, Methods, Analysis, Recommendations, and other documents prepared by SDSU, whether paper or electronic, shall immediately be delivered to the City. SDSU shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable pursuant to this Agreement, and less any damages caused the City by SDSU, if any.

18. **LOGOS.** Neither party shall use any identifying logos or marks of the other without the express written permission of the other party.

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by
telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To City: Name
Title
City / County
Street Address
City, CA xxxxx-xxxx

To SDSU: Jeff Fratt, C.P.M.
Assistant Director, Contract and Procurement Mgmt.
Reference Agreement # __________
Contract and Procurement Management
San Diego State University
5500 Campanile Dr. AD 116
San Diego, CA 92182-1616

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

20. **CAPACITY AND AUTHORITY.** All individuals signing this Agreement represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

21. **MISCELLANEOUS PROVISIONS.**

A. **Computation of Time Periods.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

SDSU Agreement No. __________ 6
Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. **Exhibits and Schedules.** The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. **Audit.** If this Agreement exceeds ten-thousand dollars ($10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. ** Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party’s counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY XXXXXX

By: ________________________
Name / Title / Date

SAN DIEGO STATE UNIVERSITY

By: ________________________
Agnes Wong Nickerson / Date
Associate Vice President
Financial Operations

By: ________________________
Kathy La Master / Date
Associate Vice President
for Academic Affairs

APPROVED AS TO FORM:

________________________
Name / Title / Date

SDSU Agreement No. ___________ 8
Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Feb 8, 2016 3:00:00 PM PST