CALIFORNIA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

SOLICITATION COVER SECTION

Issuing Entity: California State University, San Bernardino

Solicitation Number: RFP 00096

Solicitation Title: Temporary Primary Care Provider Services

Issuing Location: California State University, San Bernardino

Solicitation Method: Request for Proposal (Best Value)

RFP Procurement Contact:

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Title: Procurement Professional III
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PlanetBids Instructions:

All questions, interpretations, and requests for clarification regarding this solicitation must be submitted through PlanetBids no later than the deadline identified in the Schedule of Events.

All official communications, responses to questions, and addenda will be issued through PlanetBids. Communications outside of PlanetBids, including direct email contact with the Procurement Contact, are not authorized for substantive RFP matters and shall not be binding or modify the terms of this solicitation.

Bidder or Proposer:

For purposes of this solicitation, “Bidder” and “Proposer” may be used interchangeably to refer to a responding entity. The solicitation method identified above determines the applicable requirements and procedures. See Section 2 for defined terms.

PlanetBids Technical Support:

For technical assistance with registration, access, navigation, or electronic submission, vendors shall use the technical support resources available through the PlanetBids vendor portal.

Technical support includes matters such as:

- Vendor registration and supplier profile setup
- Login or password issues
- User access and contact updates
- System navigation or submission errors
- File upload or formatting issues
- Platform error messages

PlanetBids Vendor Support: Use the support resources available through the PlanetBids vendor portal.

Technical support inquiries shall not include substantive questions regarding the solicitation requirements, scope of work, evaluation criteria, or contract terms. All substantive questions must be submitted through PlanetBids in accordance with this section.

SCHEDULE OF EVENTS

The following schedule sets forth the anticipated timeline for this solicitation. CSU reserves the right to revise the Schedule of Events at its discretion.

Event	Date	Pacific Time (PT)
Solicitation Release Date	November 9, 2026	3:00 p.m.
Deadline for Written Questions	November 16, 2026	3:00 p.m.
Responses to Questions Posted	November 23, 2026	3:00 p.m.
Submission Deadline	December 8, 2026	2:00 p.m.
Notice of Intent to Award	December 22, 2026	3:00 p.m.
Anticipated Contract Award	January 7, 2027	Not applicable

All times referenced in this solicitation are local time at the issuing campus (Pacific Time).

It is the responsibility of Bidders or Proposers to monitor PlanetBids for updates to the Schedule of Events, including all addenda.

The dates set forth in the Schedule of Events through and including the Submission Deadline may be revised only by addendum issued through PlanetBids. For purposes of this solicitation, an addendum includes any formal amendment or modification issued through PlanetBids, including system updates to event dates and times and addenda issued as attachments.

Dates following the Submission Deadline are estimates only and may be adjusted at CSU's discretion. Adjustments to anticipated post-submission dates do not require an addendum and may be communicated through PlanetBids or other reasonable means.

CSU may conduct clarifications, discussions, negotiations, or other evaluation activities expressly permitted by this solicitation. No interviews or presentations will be conducted as part of proposal evaluation, and no new scored evaluation criteria will be added after release except by addendum issued before the Proposal Submission Deadline.

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SECTION 1 – INTRODUCTION

1.1 Purpose

California State University, San Bernardino (University) is soliciting proposals from qualified medical staffing firms to provide temporary primary care physicians and/or nurse practitioners for its Student Health Centers. Award will be made on a best-value basis under the evaluation criteria in this RFP.

CSU intends to award a contract in accordance with the selected solicitation methodology to the responsive and responsible Bidder whose submission meets the requirements of this solicitation and supports the award determination under the applicable method.

1.2 Project Overview

The University requires temporary clinical coverage at its San Bernardino and Palm Desert campuses while it recruits and implements longer-term staffing solutions. The successful proposer will recruit, screen, credential, insure, place, and administer up to three qualified providers. The University retains final authority to accept or reject each proposed provider.

The initial contract period shall not exceed $271,000. If the University exercises the optional extension, the extension period shall not exceed an additional $271,000, for a

maximum potential aggregate contract amount of $542,000. The University does not guarantee a minimum number of providers, assignments, hours, patient encounters, option exercise, or expenditures.

Services may begin only after contract execution, completion of provider credentialing and onboarding, and issuance of the University's written notice to proceed. No calendar start date is guaranteed by this solicitation.

The detailed Scope of Work, performance standards, and deliverables are set forth in the Scope of Work section of this solicitation. CSU reserves the right to award a contract in whole or in part, as deemed in the best interest of the University.

1.3 Term of Contract

Initial Term: 175 calendar days beginning on the start date stated in the University's written notice to proceed, unless ended earlier by the University, including upon commencement of services by a permanent University employee. No minimum duration or volume of services is guaranteed.

Optional Extension Period: The University may, at its sole discretion, extend services for up to 175 additional calendar days. Exercise of the option is contingent upon continuing operational need, available funding, satisfactory performance, completion of all required University reviews and approvals, and written approval from the University's Employee and Labor Relations office. The option is not guaranteed and does not create any right to continued work.

The University may exercise the optional extension only through a formal written amendment signed by an authorized University contracting officer before expiration of the initial term. The maximum contemplated service period under this solicitation is 350 calendar days. Continued services beyond that period are not authorized by this solicitation and would require a separate lawful procurement or other independently authorized contractual action, together with all applicable labor-relations approvals.

1.4 About California State University

The California State University (CSU) system consists of twenty-two (22) universities operating twenty-three (23) primary campus locations throughout the State of California. California Polytechnic State University, San Luis Obispo administers both its main campus in San Luis Obispo and the Cal Poly Solano Campus (formerly known as CSU Maritime Academy) as a single university.

CSU serves approximately 460,000 students annually and employs more than 63,000 faculty and staff statewide, making it one of the largest public university systems in the United States.

The CSU awards approximately half of California's bachelor's degrees and plays a critical role in preparing California's workforce across a wide range of academic disciplines and professional fields.

The CSU system has a significant economic impact across the State of California through employment, research, student spending, and community partnerships.

The CSU is governed by a twenty-five (25) member Board of Trustees. The Trustees possess independent procurement and contracting authority pursuant to Education Code §89036 and applicable provisions of the California Public Contract Code.

1.5 Campus Profile

CSUSB is a preeminent center of intellectual and cultural activity in Inland Southern California. Opened in 1965 at the foothills of the beautiful San Bernardino Mountains, the university serves more than 20,000 students each year and graduates about 4,000 students annually with over 110,000 alumni. CSUSB offers undergraduate, graduate, post-graduate and credential programs, and CSUSB's Extended University serves the community by offering additional professional certificate and degree programs.

California State University, San Bernardino serves students at its San Bernardino campus and Palm Desert Campus. This procurement supports the Student Health Center operations at both locations.

Campus information is available at https://www.csusb.edu/.

1.6 Scope of This Solicitation

This solicitation is issued by California State University, San Bernardino for its own requirements and is not a systemwide solicitation. Optional use by other CSU campuses may be permitted solely as provided in Section 1.7.

Only the Chancellor's Office, or a campus acting pursuant to written delegated authority from the Chancellor's Office, may issue a systemwide solicitation on behalf of the California State University.

Nothing in this solicitation or any resulting Agreement shall be interpreted as expanding the procurement authority of the issuing campus beyond the delegated authority granted under CSU policy.

1.7 Optional Use by Other CSU Campuses

This solicitation is issued by California State University, San Bernardino for its own requirements and is not a systemwide solicitation or Master Enabling Agreement. Subject to the conditions stated below, other campuses of The California State University and the Office of the Chancellor may request to use the resulting Agreement for substantially similar services within its stated scope.

Use by another CSU campus is voluntary and shall be subject to: (a) the Contractor's written agreement; (b) the participating campus's independent determination that such use is permitted under applicable law, CSU policy, delegated purchasing authority, and its internal procurement requirements; (c) availability of funding; and (d) execution of a separate purchase order, service order, amendment, participation agreement, or other written instrument signed by an authorized contracting officer of the participating campus.

The Contractor agrees to make the pricing and material terms of the resulting Agreement available to participating CSU campuses unless otherwise mutually agreed in writing. No participating campus may materially expand the scope of services or require performance beyond the Contractor's qualifications, capacity, insurance, or other obligations established under the resulting Agreement.

Each participating campus shall be solely responsible for its own orders, funding, credentialing, labor-relations review, contract administration, payment obligations, performance management, disputes, and claims. California State University, San Bernardino shall have no responsibility or liability for transactions entered into by another campus.

Nothing in this section guarantees participation, purchase volume, expenditures, assignments, or use by any other CSU campus. Use of the resulting Agreement by another campus shall not increase California State University, San Bernardino's contract maximum or obligate California State University, San Bernardino to administer another campus's transaction.

1.8 Separate Legal Entities

CSU auxiliary organizations are separate legal entities from The Trustees of the California State University and are not authorized to use the resulting Agreement unless such use is separately permitted by the Agreement and approved under applicable procurement requirements.

Nothing in this solicitation or any resulting Agreement creates a partnership, joint venture, agency relationship, fiduciary relationship, or joint liability between The Trustees of the California State University and any auxiliary organization.

1.9 Clarification Regarding CSU Campuses

For clarity, all campuses of the California State University operate under and are governed by The Trustees of the California State University, which is the single legal entity authorized to enter into contracts on behalf of the CSU system.

The Trustees of the California State University constitute the single legal entity for all CSU campuses and the Chancellor's Office. The Chancellor's Office and each campus operate under delegated authority from the Trustees. The Chancellor's Office manages its systemwide administrative budget, including state-appropriated and other authorized funds, and allocates funding to campuses in accordance with applicable law and CSU policy, and each campus manages its allocated budget and operational commitments accordingly.

Neither the campuses nor the Chancellor's Office are separate legal entities, and each operates in accordance with applicable budgetary authority and requirements.

1.10 No Guarantee of Participation or Volume

Nothing in this solicitation guarantees participation, purchase volume, minimum spend, or use of the resulting Agreement by another CSU campus.

Participation by another CSU campus is voluntary and subject to its delegated procurement authority, internal approvals, labor-relations review, and fiscal authorization.

The University makes no representation regarding aggregate usage or the total value of purchases by participating campuses.

1.11 Funding Source

If this procurement is funded in whole or in part with federal or restricted funds, additional requirements may apply as identified in this solicitation.

SECTION 2 – DEFINITIONS

For purposes of this solicitation and any resulting Agreement, the following terms shall have the meanings set forth below. These definitions apply throughout this solicitation unless the context clearly indicates otherwise.

Addendum:
Means a formal modification or clarification to this solicitation issued by CSU through PlanetBids that becomes part of this solicitation. Addenda include all changes issued through PlanetBids, including those identified as amendments, system updates to event dates and times, and written addenda issued as attachments.

Agreement:
Means the written contract between The Trustees of the California State University and the awarded Contractor resulting from this solicitation, including all incorporated exhibits, appendices, attachments, addenda, and applicable CSU Riders. References to **"Agreement"** in this solicitation refer to this resulting contract unless the context clearly indicates otherwise.

BAFO (Best and Final Offer):
Means a final revised proposal, technical response, or pricing submission requested by CSU during discussions or negotiations, if permitted by the solicitation methodology and applicable law.

Best Value:
Means the award methodology under which a contract is awarded to the responsive and responsible proposer whose proposal provides the optimal combination of quality,

experience, technical merit, and cost, as evaluated against the criteria set forth in this solicitation.

Bidder or Proposer:
"Bidder" and "Proposer" mean any business entity submitting a proposal in response to this Request for Proposal.

The term "Bidder" is used in this solicitation solely for consistency and administrative convenience and does not indicate, imply, or modify the solicitation methodology, public opening requirements, negotiation authority, or evaluation procedures applicable to this procurement.

Contractor:
Means the successful Bidder that enters into the resulting Agreement with CSU.

CSU or University:
Means the Trustees of the California State University and includes the issuing campus or the CSU Office of the Chancellor, as applicable.

PlanetBids:
Means the authorized electronic solicitation platform identified by the University for posting this solicitation, issuing official communications and addenda, and receiving electronic proposals.

Deliverables:
Means all goods, services, work product, reports, documentation, software, training materials, and other items the Contractor is required to provide under the resulting Agreement.

Evaluation Criteria:
Means the factors and relative weighting identified in this solicitation that CSU will use to evaluate proposals.

Mandatory Requirement:
Means a requirement identified in this solicitation that must be satisfied for a proposal to be considered responsive.

Material Exception:
Means any proposed limitation, condition, deviation, or change to a material requirement, term, or condition of this solicitation or the resulting Agreement.

Nonresponsive:
Means a proposal that fails to materially comply with one or more mandatory requirements of this solicitation.

Notice of Intent to Award:
Means the written notification issued by CSU identifying the intended awardee and triggering the protest period described in this solicitation.

Procurement Contact or Contract Manager:
Means the CSU representative identified in this solicitation as the sole authorized point of contact for this procurement unless otherwise stated.

Proposal Submission Deadline:
Means the date and time by which proposals must be received through the designated electronic procurement system.

Request for Proposal (RFP):
Means a formal competitive solicitation method in which proposals are evaluated based on specified criteria and relative weighting, and award is made to the responsive and responsible proposer determined to provide best value to CSU.

Responsible:
Means a Bidder or proposer that possesses the financial capability, experience, integrity, and reliability necessary to perform the obligations of the resulting Agreement.

Responsive:
Means a proposal that materially complies with all mandatory requirements of this solicitation.

Rider:
Means a CSU supplemental contract document that adds terms and conditions applicable to specific goods, services, risks, or compliance requirements.

Scope of Work:
Means the section of this solicitation describing the required goods, services, deliverables, and performance obligations.

Security Incident:
Means an actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, loss of, alteration of, or destruction of University Data, or interference with system operations requiring notification or response under the resulting Agreement.

Solicitation:
Means this Request for Proposal, including all exhibits, appendices, attachments, and addenda.

Subcontractor:
Means any third party engaged by the Bidder or Contractor to perform any portion of the work under the resulting Agreement.

University Data:
Means data created, received, maintained, transmitted, or processed on behalf of CSU and includes, but is not limited to, student data, employee data, financial data, research data, and operational data.

The terms "including," "such as," and similar terms are illustrative and shall be interpreted to mean "including but not limited to."

Words in the singular include the plural and words in the plural include the singular where the context requires. References to any gender include all genders.

SECTION 3 – SOLICITATION METHODOLOGY

3.1 Selection of Methodology

This solicitation is issued using the formal competitive procurement method identified on the Cover Page. Evaluation and award shall be conducted in accordance with the selected methodology and applicable law.

3.2 Request for Proposal (RFP – Best Value)

For solicitations issued as a Request for Proposal, award shall be made to the responsive and responsible proposer whose proposal receives the highest total evaluation score and is determined to provide best value to CSU in accordance with the evaluation criteria stated in this solicitation.

CSU reserves the right to award without further discussion based on the initial proposals received.

CSU may conduct discussions or negotiations consistent with the evaluation criteria and applicable law.

CSU reserves the right to request a best and final offer (BAFO) from the finalist or from all proposers, as permitted by applicable law.

3.3 Methodology Consistency

All evaluation and award decisions shall be consistent with the selected solicitation methodology, the stated evaluation criteria, applicable law, and CSU policy.

SECTION 4 – SCOPE OF WORK

4.1 PURPOSE AND GENERAL REQUIREMENTS

The University seeks a qualified medical staffing firm to provide up to three temporary primary care providers for the Student Health Center. Providers may be primary care physicians or nurse practitioners. The University prefers a nurse practitioner for coverage

at the Palm Desert Campus. The services are intended to maintain continuity of student patient care while the University continues recruitment and other longer-term staffing efforts. The successful proposer shall recruit, screen, credential, insure, place, and administer qualified providers who can safely and effectively perform the services described below. The University retains final authority to review, accept, or reject every proposed provider.

4.2 SERVICE LOCATIONS

- San Bernardino Campus Student Health Center: 5500 University Parkway, San Bernardino, CA 92407. Anticipated provider type: primary care physician or nurse practitioner.
- Palm Desert Campus Student Health Center: 37500 Cook Street, Palm Desert, CA 92211. Anticipated provider type: nurse practitioner preferred.

4.3 CONTRACT TERM AND COVERAGE

- Start date: The actual start date will be established in the University's written notice to proceed following completion of the competitive solicitation, evaluation, award, contract execution, provider credentialing, and required onboarding. No provider may begin services before receiving written authorization from the University.
- Initial assignment period: 175 calendar days beginning on the start date stated in the University's written notice to proceed, unless ended earlier by the University. Optional extension: The University may, at its sole discretion, authorize up to 175 additional calendar days only through a formal written amendment signed by an authorized University contracting officer. The option may be exercised only after confirmation of continuing operational need, available funding, satisfactory performance, and all required University and Employee and Labor Relations approvals. No extension is automatic or guaranteed.
- Maximum number of providers: up to three, assigned according to University needs.
- Palm Desert Campus schedule: The anticipated nurse practitioner schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m., with one unpaid one-hour meal period, for up to eight paid hours per day and 40 paid hours per week. San Bernardino Campus schedule: Physician or nurse practitioner services will be requested on an as-needed basis. The University will establish actual schedules according to operational need and will provide scheduling direction to the contractor.
- Providers will not be scheduled or paid for weekends, University holidays, or campus closure days. All hours will be regular hours. Overtime, holiday, and on-call services are not authorized and will not be paid.

The University does not guarantee a minimum number of providers, assignments, hours, patient encounters, or other volume. Actual schedules and work locations will be established by the University according to operational need and the contract not-to-exceed amount.

The temporary services are intended only to preserve continuity of care while the University conducts its permanent recruitment. The University may reduce schedules, discontinue an assignment, or terminate some or all services when permanent staffing becomes available. The contractor shall cooperate with an orderly transition and shall not charge a permanent-placement, early-termination, cancellation, or similar fee arising from the University's placement of its own employee.

4.4 SERVICE DELIVERY

Providers shall perform services onsite at the assigned Student Health Center location. When directed by the University, a provider may conduct telehealth visits from the provider's assigned Student Health Center office. Remote work from another location is not authorized unless the University approves it in writing in advance.

4.5 CLINICAL SERVICES

Primary Care Physician

Under the general supervision of the Lead Physician and direction of the Executive Director of Health Counseling and Wellness, the primary care physician shall provide diagnostic, treatment, preventive health care, and patient education services to students in an ambulatory care setting. The physician shall collaborate with Student Health Center personnel and remain responsible for all actions taken as a licensed California physician.

Nurse Practitioner

Under the general supervision of a physician and direction of the Executive Director of Health Counseling and Wellness, the nurse practitioner shall provide primary health care services in an ambulatory care setting using applicable standardized procedures and protocols. The nurse practitioner shall collaborate with Student Health Center personnel and practice within all applicable licensure, furnishing, prescribing, supervision, and scope-of-practice requirements.

Services Applicable to Assigned Providers

- Conduct medical histories, physical examinations, health assessments, and other clinically appropriate evaluations.
- Diagnose, treat, and manage illnesses and injuries within the provider's license, credentials, privileges, and approved scope of practice.
- Order diagnostic tests and interpret and follow up on results.
- Prescribe and manage medications when authorized by the provider's license, registration, furnishing authority, and University privileges.
- Provide medication abortion services in accordance with applicable law, the provider's license and general University credentials and privileges, and University protocols. Every provider proposed for an assignment must already be appropriately trained, competent, and ready to deliver medication abortion services before being presented to the University. The University will provide orientation or training limited to its internal

protocols and procedures. No separate University credentialing or privileging process applies solely because a provider will deliver medication abortion services.
- Provide preventive care, health maintenance services, health education, counseling, and referrals.
- Document each encounter accurately and promptly in the University's Point and Click electronic health record, and complete charts, test follow-up, referrals, messages, and other pending clinical responsibilities before the assignment ends.
- Coordinate care with Student Health Center physicians, nurse practitioners, nurses, pharmacy, laboratory, counseling personnel, and outside providers as appropriate.
- Participate in applicable quality assurance, risk management, peer review, and performance improvement activities.
- Comply with federal and California law and all University and Student Health Center policies, clinical protocols, safety requirements, and standards of care.
- Providers shall not use artificial intelligence tools, systems, or AI-generated content in the provision of patient care. Prohibited uses include diagnosis, clinical decision-making, treatment recommendations, prescribing or medication management, interpretation of clinical information, clinical documentation, and patient communications. The Student Health Center has not approved artificial intelligence for patient care, and no such use is authorized under the resulting Agreement.

4.6 MINIMUM PROVIDER QUALIFICATIONS

Primary Care Physician

- Current, valid, and unrestricted State of California license to practice medicine.
- Current American Board of Medical Specialties or American Osteopathic Association board certification appropriate to the assigned duties.
- Current, valid Drug Enforcement Administration registration authorizing the prescribing of controlled substances required for the assignment.
- Current cardiopulmonary resuscitation and automated external defibrillator certification appropriate to the assigned duties.
- Clinical competence and experience sufficient to independently perform the assigned primary care duties in an ambulatory setting.

Nurse Practitioner

- Academic degree or certificate from an approved college- or university-based nurse practitioner program, or equivalent training and experience recognized by the California Board of Registered Nursing.
- Current, valid California registered nurse license and Board of Registered Nursing certificate authorizing use of the nurse practitioner title.
- Current, valid nurse practitioner furnishing license and Drug Enforcement Administration registration authorizing the prescribing of controlled substances required for the assignment.
- Current Basic Cardiopulmonary Resuscitation certification.

- Clinical competence in a specialty applicable to the assignment and sufficient experience to independently perform nurse practitioner duties within that specialty and the approved standardized procedures.

Qualifications Applicable to All Providers

- Successful completion of the University's credentialing, privileging, identity verification, background screening, health clearance, and onboarding requirements before services begin.
- No exclusion, suspension, or debarment from Medicare, Medicaid, federal health care programs, federal contracting, or State of California contracting.
- Ability to communicate effectively with students and University personnel and to use the University's electronic health record.
- Continued maintenance of every required license, certification, registration, privilege, and insurance throughout the assignment.

4.7 CONTRACTOR RESPONSIBILITIES

- Recruit, screen, interview, and present qualified providers who meet all solicitation and University requirements.
- Verify each provider's identity, education, training, work history, references, licenses, certifications, registrations, sanctions, exclusions, disciplinary history, malpractice history, and legal authorization to work in the United States.
- Provide a complete credentialing packet sufficiently before the requested start date for University review; disclose any fact material to credentialing, privileging, insurance, or patient safety; and ensure that no provider begins services until the University issues written authorization.
- Pay each provider and remain responsible for compensation, taxes, benefits, insurance, and other obligations arising from the proposer's relationship with the provider, except for charges expressly accepted in the final contract.
- Obtain and pay for every parking permit required for its providers to perform services at a University location. Parking permits, citations, and related parking costs are the sole responsibility of the contractor or provider, must be included in the proposed regular hourly rates, and will not be separately paid or reimbursed by the University. As of the solicitation release, the published daily visitor-parking rate is $10.00. The contractor is responsible for the actual parking rate in effect when parking is used. Current visitor-parking information is available at https://www.csusb.edu/parking/parking-permits/visitor-parking.
- Maintain required insurance and confirm that each provider is covered by professional liability insurance throughout the assignment and any required extended reporting period.
- Designate an account manager and an after-hours contact for urgent coverage, conduct, patient safety, or credentialing matters.

- Immediately notify the University of any change affecting a provider's license, qualifications, privileges, insurance, legal eligibility, availability, or fitness to perform services.
- Promptly investigate performance, attendance, conduct, privacy, security, or patient safety concerns and cooperate with University corrective action.
- Use best efforts to present a qualified replacement promptly, at no additional placement charge, when an accepted provider becomes unavailable or is removed, subject to University approval.
- Require every provider, affiliate, and subcontractor involved in performance to comply with all applicable contract requirements.

4.8 UNIVERSITY RESPONSIBILITIES

- Independently review and accept or reject proposed providers and conduct or complete required credentialing and privileging before services begin.
- After contract award and before accepting a proposed provider for an assignment, the University may interview the provider to assess clinical fit, availability, communication, and readiness. These post-award provider interviews are not part of the evaluation of proposals and do not obligate the University to accept any candidate.
- Provide Point and Click electronic health record access and training, facilities, clinical equipment, supplies, orientation, and ongoing operational support reasonably necessary to perform approved duties.
- Provide applicable clinical protocols, standardized procedures, safety information, privacy and security requirements, and workplace policies.
- Provide orientation or training on the University's internal medication abortion protocols and procedures to providers who are already trained, competent, and ready to deliver the service. This internal-protocol orientation does not replace the contractor's obligation to present prepared providers and does not create a separate service-specific credentialing or privileging requirement.
- Designate authorized personnel to approve schedules, time records, invoices, and operational communications.
- Retain ownership and control of University medical records and all patient-service revenue, if any.

4.9 SCHEDULING, TIMEKEEPING, AND ATTENDANCE

- The University must approve each provider's work location and schedule in advance. Schedule changes, substitute personnel, additional hours, and any service outside the normal schedule require prior written authorization.
- The proposer shall submit itemized weekly time records identifying the provider, location, date, start and end times, unpaid meal period, and total regular hours. Silence or failure to respond within a stated period does not constitute University approval.
- The proposer shall promptly report absences, late arrivals, anticipated coverage gaps, and changes in provider availability.

4.10 PERFORMANCE AND REMOVAL

Providers shall perform competently, professionally, punctually, and within their approved credentials and scope of practice. The University may require immediate removal from patient care or from the assignment when it reasonably determines that removal is necessary because of patient safety, clinical performance, misconduct, policy violation, credentialing concerns, loss of qualifications, confidentiality or security concerns, attendance, or another material performance issue. Immediate action needed to protect patients or University operations will not be delayed pending the proposer's approval.

The proposer and provider shall cooperate with investigations, legally required reporting, continuity of care, completion of records, return of University property, termination of access, and transition to replacement coverage.

4.11 PRIVACY, SECURITY, AND MEDICAL RECORDS

- All patient records and University data remain the exclusive property of the University.
- The proposer and each provider shall comply with HIPAA, the California Confidentiality of Medical Information Act, FERPA when applicable, CSU information security requirements, and all other applicable privacy and records laws.
- Access shall be limited to the minimum information necessary for authorized duties and shall terminate immediately when no longer required.
- Patient or University information shall not be used or disclosed for recruitment, marketing, training, analytics, or artificial intelligence. It shall not be used or disclosed for any other purpose unless expressly authorized by the resulting Agreement and applicable law.
- The successful proposer shall execute a Business Associate Agreement if the University determines one is required.

4.12 INCIDENT REPORTING AND QUALITY ASSURANCE

The proposer and assigned provider shall report any clinical incident, patient safety concern, professional conduct concern, privacy or security incident, potential malpractice claim, loss or restriction of credentials, or other material risk to the University's designated representative as soon as possible on the same day the matter becomes known. They shall cooperate with applicable University quality assurance, peer review, risk management, regulatory reporting, investigation, and corrective action processes.

4.13 PRICING AND CONTRACT MAXIMUM

The not-to-exceed amount for the initial 175-calendar-day period is $271,000. If the University exercises the optional extension, the not-to-exceed amount for the extension period is an additional $271,000. The maximum potential aggregate contract amount, inclusive of the initial period and optional extension, is $542,000. The University will not pay or reimburse overtime, holiday, on-call, travel, lodging, meals, per diem, incidentals, parking permits or other parking costs, administrative, permanent-placement, early-termination, cancellation, or similar fees, costs, or expenses. Any costs incurred by the contractor or its providers in performing the services must be included in the proposed

regular hourly rates and may not be separately invoiced. Proposed rates and charges shall remain firm throughout both the initial period and optional extension unless changed through a written amendment signed by authorized representatives of both parties.

The University will not pay a booking, reservation, sourcing, placement, or per-provider fee or deposit. Any cost associated with recruiting, reserving, or placing providers must be included in the proposed regular hourly rates and may not be separately invoiced. No fee or expense is payable unless it is expressly stated in the final executed contract. Exercise or nonexercise of the optional extension shall not create an extension, cancellation, early-termination, or permanent-placement fee.

Offerors shall provide regular hourly rates for primary care physician services and nurse practitioner services and a complete description and amount of every other proposed charge. Booking, reservation, sourcing, placement, and per-provider fees or deposits are not permitted.

4.14 INVOICING AND PAYMENT

- Invoices shall be submitted in arrears after services are performed and accepted.
- Each invoice shall identify the purchase order or contract number, provider, service location, service dates, approved regular hours, applicable rate, and any other expressly approved charge.
- Invoices must correspond to University-approved time records and may not exceed the contract not-to-exceed amount. Payment terms and invoice dispute procedures are governed by the CSU contract documents.

4.15 TRANSITION AND END OF ASSIGNMENT

At expiration, termination, nonexercise of the optional extension, commencement of permanent University staffing, removal, or replacement, the proposer and provider shall cooperate in an orderly transition that protects continuity of patient care. Before the provider's last day, the provider shall complete records and pending clinical responsibilities, communicate outstanding follow-up needs, return University property, and discontinue access to University facilities and systems. The University will pay only for authorized services satisfactorily performed and accepted, together with charges expressly approved under the final contract. No permanent-placement, early-termination, cancellation, or similar transition fee will be payable.

4.16 PROPOSAL RESPONSE REQUIREMENTS

1. Company qualifications and experience providing temporary physicians and nurse practitioners in California, preferably in university, student health, or ambulatory care settings.
2. Recruitment, screening, credentialing, privileging support, quality assurance, and provider monitoring processes.
3. Proposed account management, after-hours support, escalation, and replacement procedures.

4. The number and type of providers the proposer can make available, their anticipated availability, and the typical time required to begin coverage after University approval.
5. Resumes and credential summaries for proposed providers, if available at the time of submission.
6. The proposer's ability to furnish providers who are already trained, competent, and ready to provide medication abortion services; its acceptance of responsibility for provider parking permits and costs; and the controls used to ensure assigned providers do not use artificial intelligence in patient care.
7. Evidence of required insurance and an explanation of professional liability coverage applicable to each provider.
8. A complete pricing schedule disclosing every potential fee and charge and confirming that no booking, reservation, sourcing, placement, or per-provider fee or deposit will be charged.
9. References for at least three comparable temporary medical staffing engagements completed or active within the last five years.
10. A clear statement of every requested exception to the scope of work or CSU contract documents.

SECTION 5 – CONTRACTOR QUALIFICATIONS

This section applies when the solicitation includes minimum qualification requirements or when CSU determines that evaluation of experience and capacity is necessary to determine responsibility.

5.1 Minimum Qualifications

The proposer and all proposed providers must satisfy the minimum qualifications in Section 4.6. Failure to demonstrate compliance with a mandatory qualification may render the proposal nonresponsive.

The proposer must demonstrate the staffing resources, credentialing capability, insurance, and operational capacity necessary to perform the scope of work.

Each proposed provider must be eligible for University credentialing and must maintain every license, certification, registration, privilege, and insurance required for the assignment.

Failure to meet mandatory minimum qualifications may result in the proposal being deemed non-responsive.

5.2 Experience and Capacity

Bidders shall demonstrate that they possess the experience, staffing, resources, and financial capability necessary to perform the Scope of Work.

5.3 References

Proposers must provide at least three references for comparable temporary medical staffing engagements completed or active within the past five years. References should identify the client, contact information, dates, scope, provider types, and contract value.

CSU may contact references to verify performance history, quality of work, timeliness, and overall satisfaction.

5.4 Financial Responsibility

CSU may require evidence of financial responsibility, including financial statements or other documentation necessary to determine the Bidder's ability to perform the Agreement.

5.5 Investigation of Qualifications

CSU reserves the right to conduct investigations of Bidder qualifications and past performance, including review of public records, litigation history relevant to contract performance, regulatory actions, and debarment status. If CSU determines that a Bidder is not responsible, the proposal may be rejected.

5.6 Litigation and Claims Disclosure

Bidder shall disclose in its proposal any litigation, arbitration, administrative proceeding, investigation, or regulatory action filed against or initiated by Bidder within the past seven (7) years that is relevant to the services contemplated under this Solicitation or that may materially impact Bidder's ability to perform the Agreement.

Bidder shall also disclose any litigation, claims, disputes, or other formal proceedings within the past seven (7) years involving any California State University campus, auxiliary organization, or the Trustees of the California State University.

For each matter disclosed, Bidder shall provide a brief description of the nature of the claim, the parties involved, the forum, and the current status or final resolution.

Failure to fully and accurately disclose such information may result in rejection of the proposal and may be grounds for disqualification.

Nothing in this section limits CSU's right to conduct its own investigation of Bidder qualifications pursuant to Section 5.5.

SECTION 6 – DATA PRIVACY AND SECURITY

This section applies because assigned providers will access the University's electronic health record and University Data, including protected health information, while performing authorized clinical services. The Contractor is not furnishing or hosting an information technology system under this solicitation.

6.1 Data Protection Requirements

Bidders must maintain appropriate administrative, technical, and physical safeguards to protect University Data in accordance with applicable law, CSU policy, and the CSU Data Privacy and Security Rider, if applicable.

Security controls must be consistent with industry standards and appropriate to the nature and risk level of the services provided.

6.2 Prohibition on Artificial Intelligence Use

The Contractor and assigned providers shall not use artificial intelligence tools, systems, or AI-generated content in providing patient care or in accessing, processing, analyzing, documenting, or communicating University Data. No artificial intelligence use is authorized under the resulting Agreement. The prohibitions in Sections 4.5 and 4.11 are mandatory and controlling.

6.3 Security Incident Notification

If awarded a contract, the Contractor shall comply with security incident notification and response requirements as set forth in the applicable CSU Data Privacy and Security Rider.

6.4 Subcontractor Security

Contractor shall ensure that any subcontractors or third-party service providers with access to University Data maintain security controls consistent with those required under the resulting Agreement.

SECTION 7 – EVALUATION AND SELECTION CRITERIA

7.1 Responsiveness Review

All proposals shall be reviewed to verify that the Bidder has met the submission requirements of this solicitation.

A proposal may be deemed nonresponsive if it fails to comply with submission instructions, omits required documentation, fails to meet mandatory requirements, or takes material exception to CSU's Terms and Conditions.

7.2 Responsibility Determination

Prior to award, CSU may determine whether a Bidder or proposer is responsible. Responsibility considerations may include financial stability, experience, past performance, capacity to perform, compliance with law, and debarment status.

7.3 Evaluation Methodology

Evaluation and award shall be conducted in accordance with the solicitation methodology identified in this solicitation.

For RFP solicitations, total evaluation points shall equal 100 points.

7.4 Evaluation Criteria (RFP – Best Value)

Evaluation Criteria (Total = 100 Points):

CRITERIA	POINTS
Cost Proposal	30
Qualifications & Experience	25
Technical Approach	25
Implementation Plan / Staffing Readiness	15
References and Contract Compliance	5
Total	100

7.5 Cost Evaluation Formula

Lowest Responsive Total Evaluated Cost ÷ Proposer's Total Evaluated Cost × Maximum Cost Points = Cost Score.

Pricing shall remain firm and valid for not less than one hundred eighty (180) calendar days from the proposal submission deadline.

For purposes of comparing proposals on a consistent basis, the University will calculate Total Evaluated Cost using 1,000 hours of nurse practitioner services and 1,000 hours of physician services during the initial 175-calendar-day period. The same quantities will be used for the optional extension period. The physician hours are an evaluation assumption only; actual San Bernardino Campus services will be requested on an as-needed basis and may be substantially less than the evaluated quantity. Total Evaluated Cost will also include every other mandatory charge permitted by this RFP and identified in the proposal. Booking, reservation, sourcing, placement, and per-provider fees or deposits are not permitted and will not be included in the evaluation. Total Evaluated Cost equals the evaluated initial-period cost plus the evaluated optional-extension cost. This calculation is solely a proposal-comparison tool and is not the contract value, a purchase commitment, an estimate of guaranteed usage, or a guarantee of any minimum number of providers, assignments, hours, or expenditures. Actual services remain subject to University need, available funding, written authorization, and the applicable not-to-exceed contract amount. Inclusion of the option in the evaluation does not obligate the University to exercise it. Rates and pricing assumptions used for the optional extension must be the same as those proposed for the initial period unless the proposal expressly identifies a lower extension rate.

7.6 Evaluation Process

Evaluation may be conducted through individual scoring, consensus scoring, or a combination thereof.

Evaluation scores and rankings shall support the award determination. Final award shall be made in accordance with the evaluation criteria and methodology stated in this solicitation.

The evaluation criteria and relative weighting identified in this solicitation represent the sole criteria upon which proposals will be evaluated. No additional criteria shall be used in the evaluation.

Evaluation scoring methodologies are internal processes and shall not create additional rights or procedural entitlements for proposers beyond those expressly stated in this solicitation.

Evaluation of proposals may involve the exercise of professional judgment by CSU evaluators, and such judgment shall not be subject to challenge solely on the basis of disagreement with the evaluators' conclusions.

7.7 Clarifications and Discussions

CSU may request clarification of proposals. For RFP solicitations, CSU may conduct discussions or negotiations consistent with the evaluation criteria and applicable law.

Clarifications shall not permit material modification of a proposal unless conducted as part of authorized discussions or negotiations consistent with this solicitation and applicable law.

7.8 Preference Application

Small Business preference, DVBE participation requirements and incentives, and other applicable statutory preferences shall be applied in accordance with applicable law.

7.9 Notice of Intent to Award

Upon completion of evaluation, CSU will issue a Notice of Intent to Award identifying the intended awardee.

SECTION 8 – PROTEST PROCEDURES

8.1 Protest of Solicitation Requirements

Any prospective proposer or Bidder may protest the specifications or requirements of this solicitation. Such protest must be submitted in writing to the CSU procurement contact identified in this solicitation and must be received no later than the deadline for submission of questions identified in the Schedule of Events.

Protests received after the stated deadline shall be deemed untimely and shall not be considered.

Failure to timely protest solicitation requirements in accordance with this section shall constitute a waiver of the right to protest such requirements after the Proposal Submission Deadline or after award.

8.2 Protest of Intent to Award

Only proposers or Bidders who submitted a response to this solicitation may protest the intended award.

A protest of award must be submitted in writing to the CSU procurement contact identified in this solicitation. Electronic submission is permitted and encouraged.

Protests may also be delivered by certified mail, courier service, or hand delivery to the address identified for the procurement contact.

A protest shall be considered received only when actually received by the CSU procurement contact during normal business hours (Monday through Friday, excluding CSU holidays, between 8:00 a.m. and 5:00 p.m., local time). The date of receipt, not the date of mailing or transmission, shall control for purposes of timeliness.

The protesting proposer or Bidder is solely responsible for ensuring timely receipt of the protest.

The protest must be received within five (5) business days after the Notice of Intent to Award is publicly posted in PlanetBids.

The date of public posting in PlanetBids shall control for purposes of calculating the protest deadline, regardless of when or whether a Bidder receives separate notice.

Within ten (10) calendar days following submission of the notice of protest, the protesting Bidder shall submit a detailed written statement specifying all legal and factual grounds for the protest.

8.3 Scope of Protest

Protests are limited to allegations that the solicitation or evaluation process was not conducted in accordance with the evaluation criteria, procedures stated in this solicitation, or applicable law.

Disagreement with CSU's business judgment within the scope of the stated evaluation criteria shall not constitute valid grounds for protest.

8.4 Stay of Award

Upon receipt of a protest of award that complies with the filing requirements and deadlines set forth in this solicitation, CSU shall not execute the Agreement until the protest is withdrawn or CSU issues a final written decision.

A protest that is untimely or does not comply with the stated filing requirements shall not trigger a stay of award.

8.5 Review and Decision

CSU shall review the protest for timeliness and merit and may consult with legal counsel as appropriate. CSU shall issue a written decision. The decision of CSU shall be final.

CSU's written decision shall constitute final agency action with respect to this solicitation.

8.6 Sole and Exclusive Administrative Remedy

The protest procedure set forth herein shall be the sole and exclusive administrative remedy available to Bidders or proposers with respect to this solicitation. By submitting a proposal, each Bidder agrees that it shall not seek monetary damages or other relief arising from the solicitation process except as may be required by applicable law.

SECTION 9 – GENERAL SOLICITATION PROVISIONS

9.1 Reservation of Rights

CSU reserves the right to reject any or all proposals; waive minor informalities or immaterial irregularities; request clarifications; conduct investigations of responsibility; cancel or withdraw this solicitation; issue addenda; negotiate technical, contractual, and pricing terms; award without further discussion; or conduct discussions with one, some, or all proposers, as permitted by law and consistent with this solicitation.

No obligation exists on the part of CSU to award a contract, to execute an Agreement, or to pay any costs incurred in the preparation or submission of a proposal or participation in this procurement process.

All actions taken by CSU shall be consistent with the solicitation methodology, the stated evaluation criteria, and applicable law.

Nothing in this solicitation shall be interpreted as creating any obligation on the part of CSU to take any action described in this section. All rights reserved herein may be exercised by CSU in its sole discretion to the extent permitted by applicable law and CSU policy.

9.2 Evaluation-Stage Use of University Data

To the extent CSU provides University Data to a Bidder during the solicitation process, including but not limited to demonstrations, proof of concept activities, testing, evaluations, discussions, or negotiations, such data may be used solely for purposes of responding to this solicitation.

University Data, including any data samples, extracts, test files, screenshots, or other information provided by CSU during the solicitation process, shall not be used to train, fine-tune, improve, or develop any artificial intelligence system, whether owned by the Bidder or a third party.

Provision of University Data during the solicitation process does not grant the Bidder any ownership rights or license beyond the limited purpose described above.

If a contract is awarded, use of University Data shall thereafter be governed exclusively by the CSU Terms and Conditions of Purchase and any applicable Rider.

CSU may require the Bidder to execute a separate nondisclosure agreement or evaluation agreement prior to providing University Data for demonstration or proof-of-concept activities.

Violation of this section may result in disqualification of the Bidder from further consideration and may subject the Bidder to any other rights or remedies available to CSU under applicable law.

9.3 Award of Contract

Award, if any, shall be made to the single responsive and responsible proposer determined to provide the best value to the University under the evaluation criteria stated in this solicitation.

A Notice of Intent to Award shall be issued prior to execution of the Agreement.

9.4 Execution of Agreement

Following issuance of a Notice of Intent to Award and completion of any required negotiations, CSU will transmit the final form of Agreement to the successful Bidder for signature. The final form of Agreement may incorporate addenda, mutually agreed clarifications, and any modifications expressly accepted by CSU consistent with this solicitation.

The successful Bidder shall sign and return the Agreement within fourteen (14) calendar days of receipt, or such other time period specified in writing by CSU.

Failure to timely return the signed Agreement, or refusal to execute the Agreement in substantially the form provided by CSU, may result in withdrawal of the award and award to the next ranked responsive and responsible Bidder or cancellation of the solicitation.

The Agreement shall not be effective unless and until it is fully executed by authorized CSU officials. No work shall commence, and no costs shall be incurred in anticipation of contract execution, prior to receipt of a fully executed Agreement. Any work performed or costs incurred prior to full execution shall be at the Contractor's sole risk and expense.

9.5 Non-Endorsement

The Contractor shall not issue any public statements implying CSU endorsement of the Contractor's products or services without prior written approval from CSU.

9.6 Conflict of Interest

Contractor shall comply with all applicable conflict-of-interest laws, including the Political Reform Act of 1974 (Government Code §81000 et seq.).

9.7 Federal Funding

If this procurement is funded in whole or in part with federal funds, the resulting Agreement shall be subject to applicable federal laws and regulations, including but not limited to 2 C.F.R. Part 200.

9.8 Incorporation of CSU Terms and Conditions and Riders

The CSU Terms and Conditions of Purchase and any applicable Riders shall be attached to this solicitation and incorporated by reference into the resulting Agreement.

In the event of discrepancy, the version attached to this solicitation shall control. Updates prior to award may be made by addendum; after Notice of Intent to Award, revisions require mutual written agreement.

9.9 Evaluation Determinations

Determinations regarding the responsiveness of proposals, the responsibility of proposers, and the evaluation of proposals are within the sole judgment of CSU, consistent with the terms of this solicitation and applicable law.

SECTION 10 – PREFERENCE PROGRAMS

10.1 Disabled Veteran Business Enterprise (DVBE) Participation Requirement

In accordance with California law, CSU has established a Disabled Veteran Business Enterprise (DVBE) participation goal of three percent (3%) for state contracts.

Bidders must document compliance with DVBE participation requirements as specified in this solicitation. Required documentation must be submitted with the proposal.

Failure to submit required DVBE documentation with the proposal may result in denial of participation credit or the proposal being deemed nonresponsive, as specified in this solicitation.

10.2 DVBE Incentive

☒ DVBE Incentive applies

☐ DVBE Incentive does not apply

If selected by checkbox, a DVBE incentive shall be applied for evaluation purposes only in accordance with Government Code §14838(f) and Military and Veterans Code §§999.5(a) and 999.5(d).

To qualify for the DVBE incentive, the proposer must demonstrate at least one percent (1%) certified DVBE participation. DVBE participation must be performed by a firm certified by the California Department of General Services, Office of Small Business and DVBE Services, and performing a commercially useful function.

The level of DVBE incentive shall correlate to the level of participation proposed.

The combined total of all evaluation preferences, including DVBE and Small Business preferences, shall not exceed ten percent (10%) of the total evaluation score or $100,000, whichever is less, as applicable under law.

A non-small business shall not displace a California certified small business from the top-ranked position due to application of preferences or incentives.

The DVBE incentive, if applicable, shall be applied solely for evaluation purposes and shall not alter the contract price.

Final determination of DVBE participation attainment shall be at CSU's sole discretion.

The bid incentives levels are as follows:

DVBE Participation (%)	Incentive Applied (%)
3%	1%
4%	2%
5%	3%
6%	4%
7% and above	5%

If the DVBE Incentive is not selected in this solicitation, no DVBE evaluation incentive shall be applied; however, statutory DVBE participation requirements remain in effect.

10.3 Small Business Preference

In accordance with Government Code §14838 et seq. and applicable regulations, CSU shall provide a five percent (5%) evaluation preference to eligible California certified small businesses and to non-small businesses that commit at least twenty-five percent (25%) of the contract value to certified small businesses.

Eligibility for the Small Business Preference shall be determined based on certification by the California Department of General Services.

For Best Value (RFP) solicitations, where award is made based on highest total score, the Small Business Preference shall be applied as five percent (5%) of the highest responsible proposer's total score.

For IFB solicitations where award is made to the lowest responsible Bidder, the Small Business Preference shall be applied as a price evaluation adjustment in accordance with

applicable regulations. The preference may not exceed $50,000 per proposal where applicable by law.

The Small Business Preference shall not displace a California certified small business from the top-ranked position where prohibited by law.

Where multiple preferences are claimed, CSU shall evaluate and apply such preferences in accordance with applicable law and established procedures.

The Small Business Preference shall be applied solely for evaluation purposes and shall not alter the contract price.

SECTION 11 – BIDDER CERTIFICATIONS

By submitting a proposal in response to this solicitation, the Bidder certifies under penalty of perjury under the laws of the State of California that the following statements are true and correct:

11.1 Americans with Disabilities Act (ADA)

Bidder complies with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all applicable regulations and guidelines issued pursuant thereto.

11.2 Unfair Practices Act

Bidder warrants that its proposal complies with the Unfair Practices Act (Business and Professions Code §17000 et seq.).

11.3 Violation of Air or Water Pollution Laws

Bidder certifies compliance with Government Code §4477 and confirms that it has not been finally determined to be in violation of State or federal air or water pollution control laws.

11.4 Compliance with NLRB Orders

Bidder certifies compliance with Public Contract Code §10296.29 regarding findings of contempt for failure to comply with National Labor Relations Board orders.

11.5 Assignment of Antitrust Actions

Bidder agrees to assign to CSU all rights to causes of action under Section 4 of the Clayton Act or the Cartwright Act arising from purchases made pursuant to the resulting contract.

11.6 Non-collusion Affidavit

Bidder certifies that the proposal is genuine and not collusive, false, or sham.

11.7 Safeguards for Protecting University Data

Bidder acknowledges applicable federal and state privacy and data protection laws, including but not limited to the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.) and the

Family Educational Rights and Privacy Act (20 U.S.C. §1232g), where applicable to the services contemplated under this solicitation.

If performance of the work requires access to, transmission of, or storage of University Data, Bidder certifies that it maintains appropriate administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of such data in accordance with applicable law and industry standards.

Bidder further certifies that such safeguards are reasonably designed to prevent unauthorized access, disclosure, alteration, or destruction of University Data.

Additional data protection obligations, if applicable, shall be governed by the CSU Data Privacy and Security Rider incorporated into the resulting Agreement.

11.8 Covenant Against Gratuities

Bidder certifies that no gratuities or improper inducements were offered to any CSU officer or employee.

11.9 Drug-Free Workplace Certification

Bidder certifies compliance with the Drug-Free Workplace Act of 1990 (Government Code §8355 et seq.).

11.10 Darfur Contracting Act

Bidder certifies compliance with Public Contract Code §§10475 et seq. and confirms it is not a scrutinized company.

11.11 Iran Contracting Act

For contracts exceeding $1,000,000, Bidder certifies compliance with Public Contract Code §§2202 et seq.

11.12 Congo – Securities Exchange Act Compliance

Bidder certifies compliance with Public Contract Code §10490 regarding conflict minerals.

11.13 Expatriate Corporation Certification

Bidder certifies that it is not an expatriate corporation as defined in Public Contract Code §10286 et seq.

11.14 Debarment and Suspension

Bidder certifies that it is not debarred or suspended under 2 C.F.R. Part 180 and 2 C.F.R. Part 200.

11.15 Artificial Intelligence Prohibition Certification

By submitting a proposal, the Bidder acknowledges that the prohibition on artificial intelligence use stated in Sections 4.5, 4.11, and 6.2 is mandatory. The Bidder shall ensure

that the Contractor, assigned providers, affiliates, subcontractors, and third parties comply with that prohibition. Exceptions to this requirement will not be accepted.

11.16 Loss Leader

Bidder certifies that its proposal does not violate the prohibition against "loss leader" practices as defined in Business and Professions Code §10730.

Bidder further certifies that no goods or services offered under this solicitation are priced in a manner intended to induce, promote, or encourage the purchase of other merchandise, mislead purchasers, or unfairly divert trade in violation of applicable law.

11.17 Public Contracts Code Restrictions for Current and Former CSU Employees

California Public Contract Code §§10831 and 10832 impose restrictions on contracting with current and former employees of the California State University.

By submitting a proposal, Bidder certifies that it is eligible to contract with CSU under applicable law.

If Bidder employs or is affiliated with a current or former CSU employee, Bidder is responsible for ensuring compliance with all applicable conflict-of-interest and post-employment restrictions.

Failure to comply with these statutory requirements may result in rejection of the proposal, termination of any resulting Agreement, or other remedies permitted by law.

SECTION 12 – CSU TERMS & CONDITIONS AND RIDERS

12.1 Incorporation by Reference

The CSU Terms and Conditions of Purchase and any applicable Riders shall be attached to this solicitation and incorporated by reference into the resulting Agreement.

The resulting Agreement shall consist of the executed contract document, this solicitation (including all exhibits, appendices, and attachments), any addenda issued by CSU, and the CSU Terms and Conditions of Purchase and applicable Riders.

These documents collectively form the contractual framework governing the resulting Agreement and shall be binding upon the parties upon execution.

12.2 Governing Version

The version of the CSU Terms and Conditions of Purchase and any applicable Riders, and any incorporated documents attached to this solicitation, or identified by CSU through a specific hyperlink or addendum issued prior to the Proposal Submission Deadline, shall govern.

Where such documents are provided by hyperlink rather than attachment, the version in effect as of the date of issuance of this solicitation, or as modified by addendum prior to the Proposal Submission Deadline, shall control. Subsequent revisions to website-posted versions shall not apply unless incorporated by addendum prior to award.

If any such documents are inadvertently omitted from the solicitation materials, CSU may provide the applicable version by addendum. Inadvertent omission shall not alter the governing version identified in this solicitation or any addendum.

In the event of any discrepancy between a website-posted version and the version attached to this solicitation or incorporated by addendum, the version attached or incorporated by addendum shall control.

12.3 Updates Before the Proposal Submission Deadline

If CSU updates the CSU Terms and Conditions of Purchase or an applicable Rider before the Proposal Submission Deadline, CSU may issue an addendum attaching the revised version.

A material change issued after the Proposal Submission Deadline will not be incorporated into the resulting Agreement unless CSU provides affected proposers a fair opportunity to review the change and, when appropriate, revise or confirm their proposals. In the absence of an addendum, the version attached to this solicitation shall govern.

12.4 After Notice of Intent to Award

Following issuance of the Notice of Intent to Award, the version of the CSU Terms and Conditions and applicable Riders attached to this solicitation shall govern the resulting Agreement unless the parties mutually agree in writing to incorporate a revised version prior to contract execution.

CSU shall not unilaterally substitute a revised version after issuance of the Notice of Intent to Award.

12.5 Modifications and Redlines

Submission of a proposal does not obligate CSU to accept any proposed modifications to the CSU Terms and Conditions or applicable Riders.

Any proposed modifications must be expressly identified in the proposal and are subject to CSU's review and written agreement. Only those modifications expressly agreed to by CSU in writing and incorporated into the final executed Agreement shall be effective.

SECTION 13 – ORDER OF PRECEDENCE

In the event of any inconsistency or conflict among the documents comprising this solicitation and any resulting Agreement, the following order of precedence shall apply:

1. Formally executed amendments to the Agreement, with the most recent amendment taking precedence;

2. The executed Agreement, including project-specific Special Conditions expressly incorporated into it;
3. Addenda issued by CSU before award, with the most recent addendum taking precedence;
4. The Scope of Work and any exhibits, appendices, attachments, or technical requirements expressly incorporated into or identified as part of the Scope of Work;
5. The body of this solicitation (excluding exhibits, appendices, and attachments not incorporated into the Scope of Work);
6. CSU Terms and Conditions of Purchase and applicable Riders;
7. Other appendices and attachments to this solicitation not incorporated into the Scope of Work;
8. The Contractor's proposal, but only to the extent expressly accepted by CSU in the executed Agreement.

Project-specific provisions shall supersede boilerplate language where expressly stated.

Nothing in the Contractor's proposal shall modify or supersede CSU's mandatory statutory or policy requirements unless expressly agreed to in writing.

Submission of a proposal or inclusion of proposal materials in the resulting Agreement shall not be construed as acceptance by CSU of any term, condition, or qualification contained in the Contractor's proposal unless such term is expressly incorporated into the executed Agreement.

The order of precedence set forth in this section shall govern unless a different order of precedence is expressly stated in this solicitation or in the executed Agreement.

Any ambiguity, inconsistency, or provision susceptible to more than one reasonable interpretation shall be resolved in a manner that preserves compliance with applicable law and CSU policy, and CSU's interpretation shall govern to the extent permitted by law.

SECTION 14 – INSTRUCTIONS, CONTENT, AND FORMAT

14.1 Questions Regarding Solicitation

All questions, interpretations, or requests for clarification regarding this solicitation must be submitted in writing through PlanetBids no later than the deadline identified in the Schedule of Events.

Responses to questions and any addenda will be posted in PlanetBids. Oral statements concerning the meaning or intent of this solicitation are not binding and are not authorized.

14.2 Errors and Omissions

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation, the Bidder shall promptly notify CSU in writing prior to the proposal submission deadline.

CSU may issue an addendum to correct or clarify the solicitation. Submission of a proposal constitutes acknowledgment of all addenda.

14.3 Submission of Proposals

Proposals must be submitted electronically through PlanetBids no later than the date and time specified in the Schedule of Events. Proposals delivered by email, mail, hand delivery, or another method will not be accepted unless the University issues a written addendum authorizing an alternate submission method.

The official time of receipt shall be the date and time recorded by the designated electronic solicitation platform.

Bidders are solely responsible for ensuring that all required documents and attachments are fully uploaded, finalized, and successfully submitted prior to the deadline.

Proposals not fully submitted and timestamped by the designated platform by the deadline shall be deemed late and shall not be accepted. No other form of proposal submission will be accepted unless expressly authorized in writing in this solicitation.

The PlanetBids system timestamp will control whether a proposal was timely submitted. Proposers are responsible for allowing sufficient time to register, upload all required files, complete all required electronic responses, and submit the proposal before the deadline.

Regardless of the electronic solicitation platform utilized, Bidders remain responsible for compliance with all submission requirements stated in this solicitation.

Technical difficulties experienced by the Bidder, including internet connectivity issues, file upload failures, or user error, shall not excuse late submission. The electronic timestamp recorded by the designated solicitation platform shall be conclusive.

14.4 Solicitation Attachments

The solicitation package consists of this RFP, the Supplier Proposal Response Forms, the CSU Terms and Conditions of Purchase, including the applicable insurance requirements, the CSU Data Privacy and Security Rider, the applicable Small Business and DVBE forms, the Bidder Declaration, and any other document expressly identified as an attachment in PlanetBids. All listed attachments and any addenda posted in PlanetBids are incorporated into and form part of this solicitation.

14.5 Withdrawal or Modification of Proposal

A proposal may be withdrawn or modified through PlanetBids prior to the submission deadline. After the deadline, proposals may not be modified except as permitted by law.

14.6 Proposal Organization and Content

Proposals shall be organized in accordance with the structure identified in this solicitation and include all required components, including technical response, cost proposal, certifications, and preference documentation where applicable.

14.7 Clarifications

CSU reserves the right to request clarification of minor clerical errors or immaterial irregularities that do not affect the price, scope, ranking, or substantive responsiveness of the proposal. Clarifications shall not permit material modification of a proposal except as part of authorized discussions or negotiations conducted in accordance with this solicitation and applicable law.

14.8 Disposition of Proposals and California Public Records Act

Proposals submitted in response to this solicitation become records of the California State University and may be retained for official files.

Proposals are subject to disclosure in accordance with the California Public Records Act (Government Code § 7920.000 et seq.). CSU will maintain the confidentiality of proposals to the extent permitted by law.

If a Bidder believes that certain information contained in its proposal is exempt from disclosure under the California Public Records Act, the Bidder must clearly identify such information and provide written justification specifying the legal basis for the claimed exemption. Confidential or proprietary material should be clearly marked on each page for which confidentiality is claimed.

Blanket designations of an entire proposal or substantial portions thereof as confidential, proprietary, or trade secret are discouraged and may be deemed ineffective. CSU reserves the right to determine whether such designations are reasonable and consistent with the California Public Records Act.

CSU shall review all requests for nondisclosure in accordance with applicable law. Marking information as confidential does not guarantee that it will be exempt from disclosure.

If CSU receives a request for disclosure of information that the Bidder has clearly identified and justified as confidential or exempt, CSU shall make reasonable efforts to notify the Bidder prior to release to the extent permitted by law. CSU shall have no obligation to assert, defend, or maintain any claim of exemption on behalf of the Bidder.

Except as otherwise expressly provided in the resulting Agreement, submission of a proposal does not transfer ownership of the Bidder's intellectual property to CSU. However, CSU reserves the right to use concepts, ideas, and information contained in any proposal for purposes of evaluating proposals or structuring future solicitations. **Submitted proposals will not be returned.**

14.9 Reasonable Accommodation for the Procurement Process

CSU is committed to ensuring that its electronic procurement processes and systems are accessible in accordance with applicable federal and state accessibility laws, including the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and applicable information and communications technology accessibility standards.

Individuals with disabilities who require a reasonable accommodation to participate in this solicitation process may contact the CSU procurement contact identified in this solicitation. Requests will be evaluated in accordance with applicable law. Accommodations will not require CSU to waive material solicitation requirements or fundamentally alter the electronic submission requirements of this solicitation.

14.10 Bidder's Costs

All costs and expenses incurred by the Bidder in connection with this solicitation, including proposal preparation, submission, clarifications, discussions, preparation of best and final offers if requested, contract negotiations, due diligence, and legal review, shall be the sole responsibility of the Bidder.

CSU shall not be liable for any costs incurred by any Bidder arising out of, related to, or in connection with this solicitation, the evaluation process, cancellation or withdrawal of this solicitation, withdrawal of a Notice of Intent to Award, delay in award, required internal approvals, funding unavailability, legislative action, administrative review, or failure to execute an Agreement.

Submission of a proposal does not create any contractual, quasi-contractual, or other legal obligation on the part of CSU unless and until a written Agreement is fully executed by authorized CSU officials.

No Bidder shall be entitled to reimbursement, damages, lost profits, reliance damages, or compensation of any kind arising from or related to participation in this solicitation or the procurement process.