SDSU | Aztec Shops

RFP 7072
Parking Management Services
Request for Proposal

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Aztec Shops Ltd.
San Diego State University
San Diego, CA 92182-1701

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1. General Information

1.1. Introduction

Aztec Shops Ltd. seeks competitive sealed proposals from qualified parking-management firms to operate, manage, and maintain for approximately 180 Retail Parking Spaces (≈ 77,000 sq ft) located on the ground floor of the Avalon Bay mixed use project located within the SDSU Mission Valley development site, in accordance with the specifications contained in this Request for Proposal ("RFP").

1.2. Contact/Planet Bids Submissions

Proposers must register with PlanetBids at https://www.planetbids.com/portal/portal.cfm?CompanyID=25796. Obtaining documents via any other method does NOT make the Contractor a Proposer or Record. Planetbids sends notifications to prospective proposers; however, Aztec Shops recommends that the proposers periodically check the PlanetBids website for modifications to RFP documents. Aztec Shops is not responsible for the prospective proposer's misunderstanding of the RFP solicitation or a nonresponsive proposal due to failure to check the website for updates or addenda to RFP documents, and/or other information regarding the RFP solicitation. Failure to periodically check this website will be at the proposer's sole risk. Aztec Shops assumes no responsibility for delay in submission of the proposal through the PlanetBids system. Submittal of responses by mail, personal delivery, courier service, fax or email is not acceptable.

Requests for additional information or clarification must be submitted in writing at the Planetbids website https://www.planetbids.com/portal/portal.cfm?CompanyID=25796. Proposers shall not contact other employees of the University and Aztec Shops, concerning this RFP during the solicitation process. QUESTIONS WILL ONLY BE ACCEPTED VIA PLANETBIDS. Responses to questions and addendums will be posted online at the PlanetBids website: https://www.planetbids.com/portal/portal.cfm?CompanyID=25796

The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written ***notice. Additional RFP steps may be included at the discretion of Aztec Shops.***

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

1.3. Schedule

RFP Issued	January 7, 2026
Non-Mandatory Pre-Bid meeting and site visit	January 20, 2026 at 11:00am PST. Meeting to take place at 2101 Stadium Way, San Diego California 92108. Meeting will convene at the Avalon Bay Construction trailer at the Mission Valley site which is located in the dirt parking lot to the south east of Snapdragon stadium. For reference, the address for Snapdragon stadium is 2101 Stadium Way, San Diego, CA 92108. Please note this is not the address for the Avalon Bay construction trailer. Parking may not be provided; all Contractors shall bear their own cost of transportation and parking. Aztec Shops shall not reimburse for any such costs.
Questions/Clarifications Deadline	January 23, 2025 by 3:00pm PST
Proposals Due	February 4, 2026 by 3:00pm PST LATE PROPOSALS WILL NOT BE ACCEPTED
Notice of Intent to Award	TBD

1.4. Overview

Aztec Shops Ltd., incorporated in 1932, is a non-profit corporation which provides commercial services to San Diego State University ("SDSU"). Aztec Shops is an auxiliary organization of SDSU and operates as an autonomous entity even though it is located on the campus of SDSU. Aztec Shops is dedicated to providing quality commercial services in the areas of food sales, bookstore operations, catering, convenience store operations, vending, concessions, and much more. As a member of the California State University system, Aztec Shops may be required to follow any current and future systemwide policies.

San Diego State University's Mission Valley Campus is a transformational development that expands the University's educational, residential, and commercial presence in San Diego's Mission Valley community. The project envisions a vibrant, transit-oriented district that integrates academic facilities, market-rate and affordable housing, hospitality, retail, and public open space along the San Diego River. A centerpiece of this development is Snapdragon Stadium, a state-of-the-art multi-purpose venue that serves as the home of San Diego State University Aztec Football, the men's professional soccer team San Diego Football Club (MLS), and the women's professional soccer team The Wave Football Club (NWSL). The stadium and surrounding mixed-use neighborhood create a year-round hub of activity for students, fans, and visitors.

To bring this vision to life, Avalon Mission Valley, L.P. (AvalonBay Communities) was selected by the University as the developer for the first phase of the mixed-use neighborhood by way of a long-term ground lease. AvalonBay is constructing a multi-story market rate building that includes 621 residential apartments above approximately 39,700 square feet of street level retail space together with 180 parking spaces (~77,000 square feet) of dedicated retail parking located on the street level of the parking garage.

Under a long-term Master Lease Agreement between AvalonBay and Aztec Shops Ltd., AvalonBay serves as Landlord and builder, while Aztec Shops serves as Master Tenant and operator of the retail spaces and retail-parking portions of the project. Once construction of the retail spaces and the retail parking garage is complete (target completion date is April 2028), Aztec Shops will oversee the operation and leasing of the retail spaces to a selected group of commercial retail tenants that support the University's mission and community objectives. Aztec Shops is looking to engage a reputable third-party parking management company to operate, maintain, and repair the approximately 180 Retail Parking Spaces in accordance with the Lease's Maintenance Standard ensuring operations consistent with high-quality mixed-use developments in the Mission Valley community. This Request for Proposals is issued to identify that operator and establish a Parking Management Agreement that aligns with the Master Lease, SDSU policies, and the standards of the Mission Valley development.

Aztec Shops is focused on creating a dynamic, student and community-oriented retail environment that enhances the overall Mission Valley experience. The retail program plans to feature a grocery store as well as a mix of restaurants, cafés, convenience-oriented services, and/or specialty retail designed to serve residents, students, faculty, and visitors. The Retail Parking Garage is a critical component of this vision, ensuring that customers and employees enjoy convenient, safe, and accessible parking in close proximity to the shops and eateries that will activate the street level for the Avalon Bay building as well as the ground floor of the neighboring Lot 16 (yet to be developed). Aztec Shops seeks a parking management partner who will operate the facility with the highest standards of professionalism, efficiency, and guest service, while upholding the environmental and accessibility values shared by SDSU and AvalonBay. The selected operator will play an essential role in supporting a seamless arrival and parking experience that reflects the quality and character of the SDSU Mission Valley development.

All work/services are located on San Diego State University owned and/or operated land and subject to University policies, procedures and requirements.

During the performance of the agreement, the Contractor is committed to providing equal employment opportunity ("EEO") decisions solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered, in regards to recruiting, hiring, training, transferring and promoting the best qualified persons for all jobs without regard to ancestry, age, color, disability, genetic information, gender, gender identity, gender expression, hair style or texture associated with race, marital status, medical condition (genetic characteristics ("GINA"), cancer or a record or history of cancer), national origin, race, religion (religious dress/grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions,

reproductive choices), sexual orientation, military or veteran status, victimization of domestic violence (includes sexual assault, and/or stalking), or any other categories protected by law. The Contractor ensures that this applies to all personnel actions such as compensation, benefits, transfers, layoffs, company-sponsored training, promotions, terminations and disciplinary actions.

Aztec Shops expects Proposers to present a complete program for the management of the Retail Parking Garage and to include verifiable examples of successful management of similar type parking facilities. In addition to process, proposals should include a quality assurance program, list and cost of proposed equipment, security plan, and pricing/revenue share proposal all in sufficient detail to allow Aztec Shops to evaluate the intended operation from the standpoint of quality, costs, and service.

This Request for Proposals does not commit Aztec Shops to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All proposers shall pay their own costs incurred in preparing for, traveling to and attending the in-person meeting.

Aztec Shops reserves the right to reject any and all RFP submittals, to amend the RFP and the RFP process and to discontinue or re-open the process at any time. Aztec Shops shall not be liable to the Proposer (Contractor) for personal injury or property damage sustained in the performance of these services, however caused.

1.5. Contract Term

The intended term of the contract is for an initial term of two (2) years plus a five (5) year operational period from the Commencement Date which is anticipated for April 2028. Contactor may have an additional one (1) five-year renewal option, not to exceed ten (10) years from Commencement Date. Contract term including continuing renewal and cancellation terms shall be negotiated with the successful Contractor.

1.6. Contract Award

Each Proposer shall submit, as a part of their proposal, complete specifications and detailed descriptions of the services and equipment they propose to supply under this contract. Aztec Shops' decision as to the successful Contractor shall be based on the best value to Aztec Shops. Aztec Shops shall consider among other things specifications and qualifications of the Contractor, and the service operations plan or plans most advantageous to Aztec Shops (considering total annual cost, operational methods, management services and other pertinent information). The final details of the contract with the successful Contractor may be negotiated based on the Contractor’s details of the chosen proposal.

Award shall be recommended to the Proposer whose proposal best meets the needs of Aztec Shops. The successful Proposer will receive written notification from Aztec Shops’ intent to award. Aztec Shops may then enter into a contract with the successful Proposer, which then makes the Proposer the Contractor. In the event Aztec Shops and Contractor to whom an award is made fails or refuses to execute the contract, Aztec Shops may at its sole discretion award the contract to the next highest Contractor or reject all proposals.

1.7. Protest

Proposers filing a protest of the specifications and/or requirements shall submit such protest prior to the scheduled submittal deadline. Proposers filing protest of contract award must do so within five (5) business days after Notice of Intent to Award. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail, email, facsimile, or delivered in person to the Aztec Shops’ contact shown in section 3.2. A protest decision will be provided and will be in writing and sent by certified or registered mail, email, facsimile or delivered in person to the protesting Proposer. The Protest decision made by the Aztec Shops is final.

However, in no event shall Aztec Shops’ decision to deem a Proposer non-responsive be subject to protest. Aztec Shop’s decision on if a Proposal is non-responsive is final.

2. Statement of Work

2.1 Scope of Services

We invite proposals for qualified providers of parking management to submit a proposal to perform the services as described in the specifications below. Through this process Aztec Shops desires to obtain the best value agreement for the organization.

- Manage daily parking operations, revenue control, and customer service.
- Provide staffing levels sufficient to ensure safe, efficient operation during retail hours.
- Maintain, repair, and replace parking equipment, signage, and striping as required.
- Implement security protocols, CCTV monitoring (integration with the Retail Security Camera System if applicable), and coordination with SDSU Police.
- Maintain compliance with ADA, fire, environmental, municipal codes, and all state and federal regulations.
- Collect and remit all parking revenues to Aztec Shops under an agreed revenue-sharing and reporting schedule.
- Cooperate with Landlord (AvalonBay) for inspections, access, etc. as applicable.

2.2 Equipment and Service Requirements

The Contractor shall furnish, install, operate, and maintain all equipment and systems necessary for the efficient and secure operation of the Retail Parking Garage in compliance with the Avalon Mission Valley Master Lease and applicable laws and codes. At minimum, the following shall be included:

2.2.1. Access and Revenue Control Equipment

- Modern, networked Parking Access and Revenue Control System (PARCS) with ticketless or mobile entry/exit capability.
- Integration with license plate recognition (LPR) and/or QR/barcode technology for seamless entry and validation.
- Real-time transaction reporting and audit capabilities accessible to Aztec Shops.
- Compatibility with SDSU's payment and data systems, subject to coordination with their IT/security standards.
- Ability to manage both hourly transient parking and tenant/employee validations and/or special events.

2.2.2. Payment and Revenue Collection

- Acceptance of credit/debit cards, mobile wallets (Apple Pay, Google Pay), and contactless payment options.
- Online pre-payment and validation portal (optional integration with retail tenants).
- Secure PCI-compliant transaction processing and reconciliation.
- Monthly remittance and reporting of gross revenues and fees to Aztec Shops.
- Optional equipment for validation kiosks within the retail spaces.

2.2.3. Parking Guidance and Signage

- Clearly marked wayfinding and ADA-compliant directional signage throughout the facility.
- Digital or static space-availability displays at entrances.
- Coordination with AvalonBay's design standards for branding and consistency with the Master Lease's Sign Criteria (Exhibit H).
- Installation of signage at each entrance per California Civil Code § 1008, as required in the Lease, to control public use.
- Install applicable Towing Signage located throughout the parking garage per current City or State Code.

2.2.4. Security and Monitoring

- Integration with the Retail Security Camera System installed by AvalonBay (§ 1.6), including continuous recording and maintenance in coordination with SDSU Police Department.
- Routine inspection, testing, and reporting of lighting, gates, and security systems.

2.2.5. Maintenance and Facility Services

- Daily cleaning and litter removal, including stairwells, elevators, and pedestrian pathways.

- Regular pressure washing and pavement marking/striping as needed.
- Routine maintenance and repair of gates, doors, ticketing systems, EV chargers, and lighting.
- Maintenance performed consistent with the "Maintenance Standard" defined in the Lease — i.e., comparable to first-class mixed-use developments in Mission Valley.
- Coordination with AvalonBay for any structural or warranty-covered repairs (per the Responsibility Matrix, Exhibit F).

2.2.6. Optional / Value-Added Services

- Electric vehicle (EV) charging station management, including user billing and system monitoring.
- Valet or special event parking coordination during special events or campus activities.
- Digital parking reservations or possible integration with SDSU's transportation and mobility platforms.
- Sustainability initiatives (e.g., LED lighting, water-efficient cleaning, recycling programs).

2.3 Contractor Responsibilities

2.3.1. Lease and Policy Compliance

- Operate the Retail Parking Spaces in full compliance with the **Avalon Mission Valley Master Lease**, including adherence to the **Maintenance Standard**, **Security Requirements (§ 1.6)**, and **Rules and Regulations (Exhibit G-1)**.
- Comply with all **SDSU**, **Aztec Shops**, and **California State University system** policies, including environmental, accessibility, and public safety standards.
- Compliance with any and all local, state, or federal rules, regulations, and laws.

2.3.2. Staffing, Training, and Conduct

- Provide professional, uniformed staff trained in customer service, safety, and emergency response.
- Ensure all personnel comply with SDSU Police Department protocols for security and incident reporting.
- Maintain staffing schedules that ensure adequate coverage during retail business hours and special events.

2.3.3. Financial and Reporting Obligations

- Maintain accurate records of parking transactions, revenues, and expenses, and provide **monthly financial reports** to Aztec Shops.
- Provide **quarterly performance summaries** detailing occupancy data, incident logs, and maintenance activities.
- Facilitate an **annual financial audit** if requested by Aztec Shops.

2.3.4. Coordination with Landlord (AvalonBay) and Retail Tenants

- Coordinate with AvalonBay or designee for inspections, building maintenance access, and integration of parking systems with AvalonBay's property technology.
- Notify Aztec Shops immediately of any condition or incident that could affect compliance with the Master Lease (e.g., equipment failures, safety issues, vandalism).
- Ensure no alterations or signage are made without prior written approval of Aztec Shops and, where required, AvalonBay.
- Coordinate with individual retail tenant operators or designee(s) to determine tenant parking.

2.3.5. Risk Management and Insurance

- Maintain all insurance coverage required under **Exhibit C-1 (Tenant's Insurance Requirements)** of the Master Lease, including naming **Aztec Shops Ltd., Avalon Mission Valley, L.P., and AvalonBay Communities, Inc.** as additional insureds.
- Follow all safety and risk protocols, including immediate reporting of accidents, injuries, or property damage to Aztec Shops and SDSU Police.
- Ensure all subcontractors meet the same insurance and indemnification standards.

2.3.6. Maintenance and Facility Care

- Conduct regular inspections of the parking facility to identify and correct safety hazards.
- Maintain lighting, pavement, signage, and mechanical systems per manufacturer and industry standards.

- Report any structural issues, water intrusion, or material failures promptly to Aztec Shops.

2.3.7. Customer Service and Communication

- Provide professional customer assistance for among other things lost tickets, validations, and payment issues.
- Maintain a dedicated customer support phone number and email monitored during operational hours.
- Respond to Aztec Shops inquiries within one (1) business day.
- Contract with a Towing Operator to facilitate towing operations as needed. Towing Operator must comply with policies and procedures and provide insurance documents naming Aztec Shops as additionally insured.

2.3.8. Transition and Closeout

- At the end of the contract, provide a complete turnover of operational data, equipment inventories, and service records to Aztec Shops.
- Assist with transition to a new contractor or direct Aztec Shops management without interruption to operations.

3. Request For Proposal

3.1. RFP Process

To be considered all Contractors must submit a response to this RFP. Proposals should be prepared in a simple and straightforward manner.

The proposal should contain but is not limited to the following:

1. Cover Letter including a detailed response as outlined below
2. Contractor Packet
3. Technical Proposal
4. Price Proposal
5. Bidder Declaration
6. Proposal Certification Form

Cover Letter: An overall introduction to the proposal including contact name and phone numbers
Detailed Response Create as complete a response as possible detailing the following:

1. Background and experience including policy and history regarding customer service
2. List of references
3. Description of local staff expertise to support proposal
4. Company Sustainability initiatives
5. Describe your process for ensuring security and accessibility needs are met
6. Describe your refund procedures
7. Describe your repair service procedure and hours of operation
8. Provide your proposed compensation and term of agreement for the identified term and option yearsPlease provide specifications for each product if there are multiple
9. Provide background on possible technology and / or operating systems that may be proposed for this site

Contractor Packet: Literature about your company and its services

3.2 Submission of Proposal

Proposers must submit a complete original proposal in accordance with the format provided in this solicitation to Aztec Shops through electronic upload to PlanetBids on or before the date and time set forth in the RFP. Proposers shall respond to the solicitation by electronic file upload only. PROPOSALS WILL NOT BE ACCEPTED IF SUBMITTED THROUGH ANY OTHER MEANS (Aztec Shops will not accept Proposals via mail, personal delivery, courier service or email). It is the Proposer's responsibility to ensure that the Technical and Price Proposals are submitted through electronic upload to PlanetBids by the date and time listed in the solicitation; the time on the PlanetBid system shall be considered the official time for purposes of determining timely submittal. Mistakes or delays in the electronic submission of Proposals are entirely the responsibility of the Proposer. LATE PROPOSALS WILL NOT BE ACCEPTED.

Technical and Price Proposals
Technical Proposal and Price Proposal must be submitted as part of the bid. The Technical Proposal exhibit shall be marked as "Technical Proposal" with:
The Name of Proposer and Address
Buyer: Janelle Temnick Director, Contracts, Risk Management and Facilities
RFP No. 7072
The Date and Time proposal is due

The Price Proposal must be submitted as part of the overall bid and clearly marked as "Price Proposal". The proposal must be submitted in compliance with the following format, unless otherwise specified in this RFP: 7072
Parking Management Services. Submit electronic proposals as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
Proposers shall submit separate exhibits in separate files for the Technical Proposal, and Price Proposal components of their proposal.

Submit a Technical Proposal Exhibit
Content shall be organized to correspond to the applicable question or item within Section 3.4 Evaluation Criteria. All forms, responses and exhibits shall be sequentially numbered to correspond to the applicable question or item.
No price data are to be included in the Technical Proposal exhibit. If price information is included in the Technical exhibit, Aztec Shops may, at its sole discretion, remove such information or declare the proposal non-responsive.

Submit a Separate Price Proposal Exhibit
All cost and pricing information must be contained within the Price Proposal exhibit. All proposals shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.

3.3. Contractor Selection

Disabled Veteran Business Enterprise (DVBE) Incentive
In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive. The bid incentives levels are as follows:

DVBE Participation on this contract	Incentive
1%	1%
2%	2%
3%	3%
4%	4%
5% and above	5%

In solicitations where an award is to be made to the highest scored bidder based on evaluation bidder's total score. In solicitations where an award is to be made to the low bid, the incentive is a percentage of the low bid total.

If requesting the DVBE Incentive, then complete Exhibit B, the Bidder Declaration Form, and indicate the total DVBE participation.

Small Business Preference
The State of California requires agencies to provide a five percent (5%) preference to Proposers or Bidders who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small

Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete Appendix C, the Bidder Declaration Form, and indicate the total Small Business participation.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored bidder based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible bidder's total score. The preference to non-small business bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible bidder's total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

3.4 Scoring

In awarding the Contract, Aztec Shops will consider a number of factors in evaluating the proposals submitted. The factors (not listed in order of importance) and their weightings for scoring are as follows:

	Evaluation Criteria	**Points**
A	Qualifications/References/Personnel Expertise	20
B	Scope of Work and Technical Approach	30
C	Pricing/Cost/Revenue Share	36
D	Small Business Preference	5
E	Disabled Business Preference	5
F	Optional Add-Ons	5
	Points:	101

Qualifications/References/Personnel Expertise **Points: 20**

This section will consider and evaluate Bidder's proposed team and ability to meet the requirements and sustainability for duration of project. The Bidder's qualifications shall be evaluated to determine if the Bidder has provided sufficient documentation, that it possesses the required qualifications, and a general overview of the Bidder's qualifications. The Bidder's references will also be considered.

Scope of Work and Technical Approach **Points: 30**

This section will consider and evaluate Bidder's demonstrated understanding of project requirements and the detailed conceptual approach and methodology used to respond to the Scope of Work. Also considered will be the depth and specificity of the Bidder's overall understanding of the project goals.

Price/Revenue Share **Points: 36**

This Section will consider and evaluate the extent to which the Price Proposal demonstrates price reasonableness; pricing for all aspects of the requirements and proposal; and the extent to which the offeror provides stable pricing/revenue for Aztec Shops throughout the anticipated term of the contract.

Small Business Preference **Points: 5**

This section will consider a 5% incentive (of non-cost points) will be applied to qualified proposals.

Disabled Veteran Business Enterprise Participation **Points: 5**

This Section will consider a 5% incentive (of non-cost points) will be applied to qualified proposals.

Optional Add-Ons **Points: 5**

This section will consider any additional add-ons. Please include any cost quotations for all or none of the identified Add-Ons in a separate pricing table.

3.5 Additional Information/Questions

Requests for additional information or clarification must be submitted in writing at the Planetbids website https://www.planetbids.com/portal/portal.cfm?CompanyID=25796. If you have non-technical questions, you may email the contact person for this solicitation at aztecshopscontracts@sdsu.edu by no later than, January 23, 2025 by 3:00pm PST. Proposers shall not contact other employees of Aztec Shops or SDSU concerning this RFP during the solicitation process.

3.6 Negotiations and Best and Final Offer

Upon review and scoring by the evaluation committee, Aztec Shops has the right to accept the best proposal as submitted, without discussion or negotiation. However, Aztec Shops also reserves the right to request additional information and discuss Contractor's proposal with the evaluation committee to facilitate arrival at a contract most advantageous to Aztec Shops. If the evaluation committee determines that further discussion is in the best interest of Aztec Shops, the Contract and Procurement Management Office will invite qualified Proposers to attend a final meeting and/or provide an oral presentation at a time to be determined later. Aztec shops reserves the right to conduct a Best and Final Offer in its sole discretion. Decision by Aztec Shops is final.

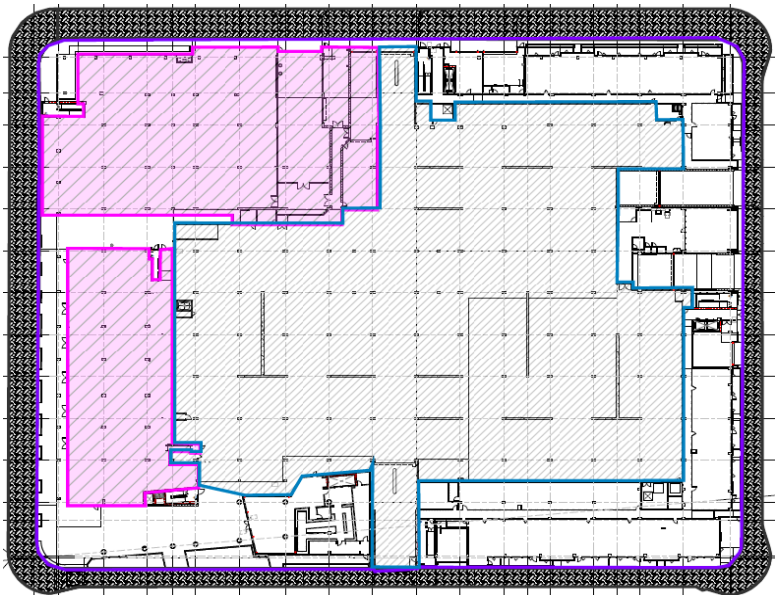
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Exhibit A – Site Plan



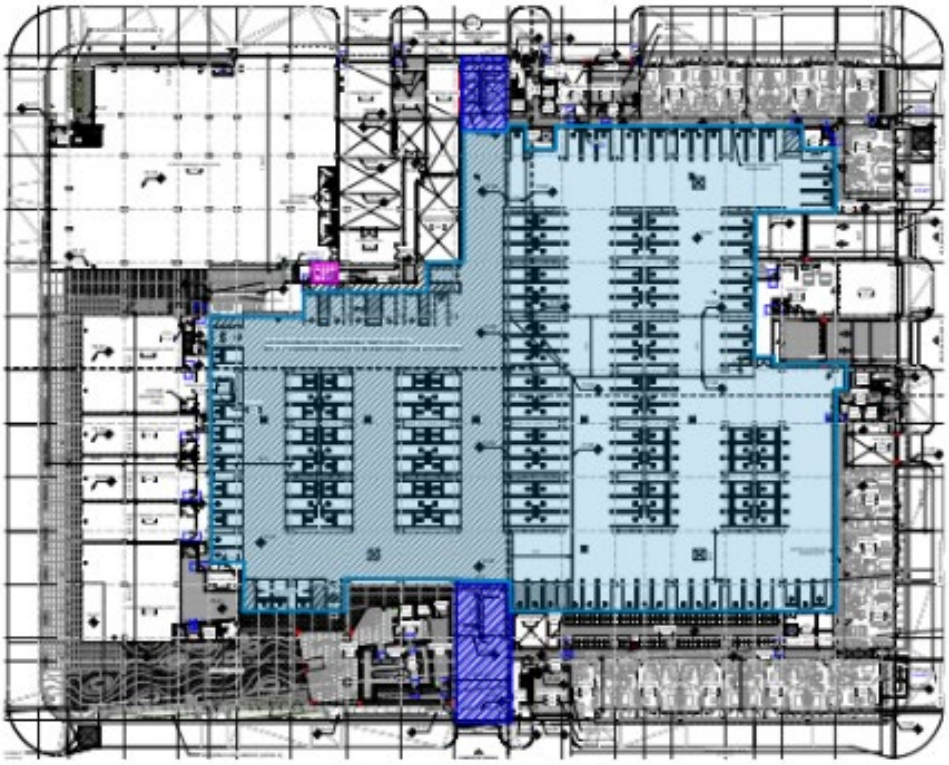


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PREMISES
LEGEND

- Project
- Master Declarant
- Retail Parking Spaces
- Retail Space



LEGEND

- Commercial Parking Entries
- Parking operator office
- Garage Parking Area

Parking Summary	
Stall Type	**Count**
ADA	5
ADA Van	1
Compact	2
EV Capable	29
EV Charger	9
Standard	136
Total	**182**

Note: 3 "Future Resident" stalls belonging to Landlord (AvalonBay) also included on this level

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State of California—Department of General Services, Procurement Division
GSPD–05–105 (REV 08/09)

Solicitation Number_____

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

   a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** _____ (If "None", go to Item #2)

   b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

   _____

   _____

   c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
   (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

PROPOSAL CERTIFICATION FORM

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

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

( ) There is no officer or employee of Aztec Shops or San Diego State University who has, or who's relative has, a substantial interest in any agreement award subsequent to this proposal/bid.

( ) The names of any and all public officers or employees of Aztec Shops or San Diego State University who have, or who's relative has, a substantial interest in any agreement award subsequent to this proposal/bid are identified by name as part of this submittal.

In compliance with Request for Proposal No. 7072 for Parking Management Services , and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and services in accordance with the specifications and scope of work according to the proposal submitted or as mutually agreed upon by subsequent negotiation.

CERTIFICATION	
Signature ✍	**Typed Name and Title**
Name of Company as Licensed	☐ **Corporation** ☐ **Partnership**
Federal ID # or Social Security Number	
Street Address	**City / State / Zip**
Phone No. ( ) -	**Fax No.** ( ) -
Mobile No. ( ) -	**Email Address**

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GENERAL PROVISIONS for GOODS and SERVICE ACQUISITIONS
Revision 7/01/2024

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1. **Commencement of Work**
   Contractor shall not commence work under the Agreement until Contractor has received a fully executed Agreement and been given written approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk.

2. **Agreement Alterations & Integration**
   No alteration or variation of the Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Agreement shall be binding on any of the Parties hereto.

3. **Severability**
   Contractor and Aztec Shops agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

4. **Independent Status**
   Contractor, and its employees, agents, and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of Aztec Shops. While Contractor may be required by this Agreement to carry Workers Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from Aztec Shops.

5. **Governing Law**
   This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any action brought arising out this Agreement shall be instituted only in the California state courts located in San Diego County.

6. **Contractor's Power and Authority**
   Contractor warrants it has full power and authority enter into this Agreement and will hold Aztec Shops harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or Agreement with any third party that might abridge any rights of Aztec Shops under this Agreement.

7. **Assignments**
   Contractor shall not assign this Agreement either in whole or in part, without the Aztec Shops' written consent, which will not be unreasonably withheld.

8. **Personnel**
   Contractor shall give its personal attention to the performance of the Agreement and shall make every effort consistent with sound business practices to honor Aztec Shops' requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. **Waiver of Rights**
   Any action or inaction by Aztec Shops or the failure of Aztec Shops on any occasion to enforce any right or provision of this Agreement shall not be construed to be a waiver by Aztec Shops of its rights hereunder and shall not prevent Aztec Shops from enforcing such provision or right on any future occasion. Aztec Shops' rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. **Time**
    Time is of the essence in the performance of this Agreement.

11. **Entire Agreement**
    This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.

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12. Cancellation

Aztec Shops has the right to cancel this Agreement at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

13. Termination for Default

Aztec Shops may terminate the Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Aztec Shops may proceed with the work in any manner deemed proper by Aztec Shops. The cost to Aztec Shops shall be deducted from any sum due the Contractor under the Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

14. Rights and Remedies of Aztec Shops for Default

(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Agreement should fail to conform to the requirements herein, or to the sample, design or specifications submitted by Contractor, Aztec Shops may reject the same, and it shall thereupon become Contractor's duty to immediately reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to Aztec Shops, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, Aztec Shops shall thereupon have the right, but not the obligation, to complete the Scope of Work or any part thereof, and charge it's expense of completing and service/work to Contractor and to deduct from any moneys due or that may thereafter become due to Contractor the difference between the price named in the Agreement and the actual cost to Aztec Shops.

(b) In the event Contractor fails to provide required deliverables or services, the same conditions as to Aztec Shops' right but not obligation, to perform the deliverables or services and receive reimbursement from Contractor, as set forth in (a), above shall apply.

(c) In the event Aztec Shops terminates this Agreement, either in whole or in part, for the Contractor's default or breach, Contractor shall compensate Aztec Shops, in addition to any other remedy Aztec Shops may have available to it, for any loss or damage sustained and cost incurred by the Aztec Shops in procuring items and services which Contractor therein agreed to supply.

(d) Aztec Shops' rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Agreement.

15. Warranty

Contractor warrants that

(a) Deliverables and services furnished hereunder will conform to the requirements of this Agreement (including, without limitation, all descriptions, specifications, and drawings identified in the Scope of Work, if any), and

(b) The deliverables will be free from defects in materials and workmanship. Where the Parties have agreed to design specifications in the Scope of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

16. Safety and Accident Prevention

In performing work under this Agreement on Aztec Shops premises, Contractor shall conform to all specific safety requirements contained in this Agreement or as required by law or regulation. Contractor shall take all additional precautions as Aztec Shops may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Agreement.

17. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Agreement, and such insurance has been approved by Aztec Shops.

(a) Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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(2) **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(3) **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) If the Contractor maintains broader coverage and/or higher limits than the minimums above, Aztec Shops shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Aztec Shops.

(b) The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: The State of California, the Trustees of The California State University, California State University, San Diego State University, Aztec Shops and employees, officers, directors, volunteers and agents (collectively "University") are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to University. Any insurance or self- insurance maintained University shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Waiver of Subrogation: Contractor hereby grants to Aztec Shops a waiver of any right to subrogation which any insurer of said Contractor may acquire against Aztec Shops by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Aztec Shops has received a waiver of subrogation endorsement from the insurer.

(c) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) day notice to Aztec Shops.

(d) Self-Insured Retentions: Self-insured retentions must be declared to and approved by Aztec Shops. Aztec Shops may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Aztec Shops.

(e) Verification of Coverage: Contractor shall furnish Aztec Shops with original Certificates of Insurance including all required amendatory signed endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Shops before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Aztec Shops reserves the right to require complete, certified copies of all required insurance policies, including signed endorsements required by these specifications, at any time.

(f) Subcontractor's Insurance: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work, and that University is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 3 04 13. Contractor shall not allow any subcontractor to commence Work on its subagreement until the insurance has been obtained and approved by Aztec Shops. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Special Risks or Circumstances: Shops reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(h) Claims Made Policies: If any of the required policies provide claims-made coverage:

(1) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work.

(2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work.

(3) If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

(i) Acceptability of Insurers. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to Aztec Shops.

(j) Miscellaneous.

(1) Any deductible under any policy of insurance required in this Agreement shall be Contractor's liability and University is not responsible for any premiums or assessments on the policy.

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(2) Acceptance of certificates of insurance by Aztec Shops shall not limit the Contractor's liability under the Agreement.
(3) In the event the Contractor does not comply with these insurance requirements, Aztec Shops may, at its option, provide insurance coverage to protect Aztec Shops. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Agreement sums otherwise due the Contractor.
(4) If Aztec Shops is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay Aztec Shops for all such damages.
(5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.
(6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Agreement Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Agreement.

(k) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Aztec Shops, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, Aztec Shops may in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

18. General Indemnity

Contractor shall indemnify, defend, protect and hold the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University, Aztec Shops, Ltd. and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs and expenses, arising from, out of, or in connection with the performance of the work described herein, caused in whole or in part by any act or omission of Contractor and anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the gross negligence, or willful misconduct of Aztec Shops, Ltd. This indemnification shall also include the immediate duty to defend and payment of all attorney fees and costs incurred by the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University, Aztec Shops, Ltd. and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns pertaining to any such Liabilities.

19. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Agreement. The Agreement number must be included on the invoice. Final invoice shall be marked as such. Contractor shall submit invoices to Aztec Shops for payment of goods and services rendered. Unless otherwise specified, Aztec Shops shall pay properly submitted invoices not more than 30 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Agreement. The consideration to be paid Contractor, as described within the Agreement, shall be in full compensation for all of Contractor's expenses incurred in the performance thereof, including travel and per diem, unless otherwise expressly so provided.

20. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Agreement number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Agreement number and Contractor identification number may be returned to Contractor and may cause delay in payment.

21. Use of Data

Contractor shall not utilize any information, it may receive by reason of this Agreement, for pecuniary gain not contemplated by this Agreement, regardless of whether Contractor is or is not under Agreement at the time such gain is realized. Aztec Shops specific information contained in the report, survey, or other product developed by Contractor pursuant to this Agreement is the property of Aztec Shops, and shall not be used in any manner by Contractor unless authorized in writing by Aztec Shops.

22. Confidentiality of Data

(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the

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California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Further, if so requested by Aztec Shops, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with Aztec Shops) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Contractor shall not use, disclose, or release confidential information contained in Aztec Shops' records without full compliance with applicable state and federal privacy laws, and this Agreement. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records.

(b) Contractor acknowledges that San Diego State University and Aztec Shops are public entities and may be legally obligated to provide records in response to requests under the California Public Records Act (Cal. Gov. Code section 6250, et seq.) and the McKee Transparency Act, California Education Code §89913 to any party requesting such records (except to the extent any such records fall within an exemption provided under Applicable Law). Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to Aztec Shops' operation designated "confidential" by Aztec Shops and not otherwise subject to disclosure under the McKee Transparency Act, California Education Code §89913, and made available to Contractor to this Agreement or which become available to Contractor while performing this Agreement, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify Aztec Shops in writing prior to any such disclosure to give Aztec Shops an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify Aztec Shops of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Agreement. Any access, transmission, or storage of protected data outside the United States must be approved in writing by Aztec Shops in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Agreement.

23. Information Security Requirements

(a) Contractor is required to comply with Aztec Shops and CSU Supplemental Provisions, CSU General Provisions for Information Technology Acquisitions for Information Security Requirements, when applicable. https://www.calstate.edu/csu-system/doing-business-with-the-csu/capital-planning-design-construction/operations-center/Documents/meas/bluebeam-rider-b-it-supplemental-provisions.pdf. Contractor shall not knowingly permit a representative or subcontractor to have access to Aztec Shops or CSU records, confidential data, or premises of Aztec Shops when such representative or subcontractor has been convicted of a felony.

(b) Information Security Plan: Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential Aztec Shops and CSU data to which they have access.

(c) Personal Security Requirements: Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only.

24. Patent, Copyright, and Trade Secret Indemnity

Contractor shall indemnify, defend, and hold harmless Aztec Shops, State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to University, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide Aztec Shops with indemnity protection.

(a) Aztec Shops will notify Contractor of such claim in writing and tender its defense within a reasonable time; and

(b) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future Aztec Shops operations or liability, or when involvement of Aztec Shops is otherwise mandated by law. In such case no settlement shall be entered into on behalf of Aztec Shops without Aztec Shops' written approval.

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(1)Contractor may be required to furnish Aztec Shops a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

(2) Should the Deliverables or Software, or the operation thereof, become, or in the Contactor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, Aztec Shops shall permit Contractor at its option and expense either to procure for Aztec Shops the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Agreement and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by Aztec Shops shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist Aztec Shops in procuring substitute Deliverables or Software at Contractor's expense. If, in the sole opinion of Aztec Shops, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Agreement impracticable, Aztec Shops shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums Aztec Shops paid Contractor less any reasonable amount for use or damage.

(3) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

25. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Agreement, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Agreement (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Scope of Work. However, all finished product or deliverables required under this Agreement shall be the exclusive property of Aztec Shops and may be used at Aztec Shops' discretion.

26. Examination and Audit

Aztec Shops reserves the right to examine and audit, either independently or by a third party, Contractors financial records. The examination and audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. Contractor acknowledges and accepts that Aztec Shops and the CSU can be audited by third parties. In the event of such audit Contractor shall reasonably comply. This includes but is not limited to any State or Federal audit and any Public Records Act ("PRA") Request.

27. Dispute Resolution

Any dispute arising under or resulting from this Agreement that is not resolved within sixty (60) days by authorized representatives of Contractor and Aztec Shops shall be brought to the attention of the Contractor's Chief Executive Officer (or designee) and the Chief Executive Officer (or designee) of Aztec Shops for resolution. Either Contractor or Aztec Shops may request that the Chief Executive Officer (or designee) participate in the dispute resolution process to provide advice regarding Aztec Shops Agreement policies and procedures. If Contractor fails to follow this informal dispute resolution process prior to pursuing any legal action, it shall forfeit its right to recover attorney's fees in any legal action. At all times during and despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Agreement. Contractor shall accurately and adequately document all services it has performed under this Agreement.

28. Mediation

If the informal dispute resolution process described in Section 27 is unsuccessful, before pursuing legal action, the Parties must first submit to and participate in a mediation of any and all disputes, claims, controversies or breaches arising out of or relating to this Agreement pursuant to provisions of Chapter 2 of the California Evidence Code § 1115 for mediation. The venue for mediation shall be in San Diego, California or such other venue mutually agreed to in writing by the Parties. Failure to respond to a request for and to participate in a mediation upon notice served in writing to the last known email and street address will constitute a waiver of any right to attorneys' fees and costs in connection with an award for judgment in any proceeding arising out of or relating to this Agreement. At least five (5) days before the date of the mediation and unless otherwise ordered by the mediator, each party shall provide the mediator with the statement of its position and copies of any and all supporting documents. Unless otherwise agreed to by the Parties or upon order of the mediator, mediation shall commence within thirty (30) days of the notice and request for mediation. If the mediation is not successful, the Parties may pursue all remedies not inconsistent with this Agreement.

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29. Conflict of Interest

Aztec Shops may require a Statement of Economic Interests to be filed by any Contractor (or Consultant) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any Aztec Shops financial interest.

30. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University.

31. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU or Aztec Shops with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, Aztec Shops shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by Aztec Shops in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. Aztec Shops' rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Agreement.

32. Nondiscrimination

(a) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

33. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. (Authority: PCC 10296).

34. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

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

(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
(1) the dangers of drug abuse in the workplace;
(2) the person's or organization's policy of maintaining a drug-free workplace;
(3) any available counseling, rehabilitation and employee assistance programs; and,
(4) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed or resulting Agreement:
(1)will receive a copy of the company's drug-free policy statement; and,
(2)will agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

(Authority: Government Code Section 8350-8357).

35. Forced, Convict, Indentured and Child Labor

By accepting an Agreement or purchase order with Aztec Shops, Contractor certifies that:

(a) no equipment, materials, or supplies furnished to Aztec Shops pursuant to this Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/, and Public Agreement Code Section 6108.

36. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials, Contractor shall certify in writing, the minimum, if not the exact, percentage of post-consumer material, as defined in Sections 12161 and 12200 of the Public Agreement Code, in products, materials, goods, or supplies offered or sold to Aztec Shops regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

37. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations (Americans with Disabilities Act of 1990,42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Aztec Shops from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement.

38. Debarment and Suspension

By accepting an Agreement with Aztec Shops, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. (2 Code Federal Regulations[CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

39. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with Aztec Shops by The California Taxpayer and Shareholder Protection Act of 2003, Public Agreement Code Section 10286, et seq.

40. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Agreement that they are a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

41. Loss Leader

Contractor certifies and declares it is not engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

42. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Agreement are legally able to perform such duties in the country where the work is being performed.

43. Force Majeure

(a) Neither Party shall be liable for any failure to perform its obligations under this Agreement for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority,

communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").

(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Agreement, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement.

(c) Notwithstanding any other term in this Agreement, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, Aztec Shops may elect to do all or any of the following:

(1) suspend the Agreement for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;

(2) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;

(3) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or

(4) terminate the Agreement as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

44. Contractor Conduct

San Diego State University and Aztec Shops are committed to preserving the dignity, self-respect, and esteem of all students, faculty and staff members. Sexual harassment is illegal and a violation of State and Federal laws. Harassment is specifically prohibited in the CSU system. To that end any form of harassment which may cause a negative, intimidating, or hostile effect on any individual will not be tolerated. Harassing conduct may include, but shall not be limited to the following:

- Sexual assault
- Unwanted advances
- Derogatory comments of a sexual nature
- Threatening comments or gestures
- Non-business or personal conversations while conducting business
- Displaying sexually suggestive pictures or objects
- Graphic verbal commentaries about a person's body
- Impeding or blocking a person's movements
- Cat calls and objectionable language
- Jokes or slurs of a sexual nature
- Suggestive gestures
- Unwelcome touching
- Profanity

Contractors, workers employed by the Contractor or its subcontractors while on Aztec Shops and/or University owned, leased or operated property, and as a requirement under this Agreement, shall refrain from participating in any of the above prohibited activities and shall at all times conduct themselves in a dignified manner, as generally accepted by polite society. Any violation of the letter or spirit of this article shall result in the removal of the Contractor employee, agent or subcontractor from servicing Aztec Shops and or termination of this Agreement. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Aztec Shops and San Diego State University and shall comply with the reasonable directions of the institution's officers. Contractor shall be responsible for the acts of its employees, subcontractors and agents while on the premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property caused by Contractor or any of its agents, subcontractors or employees. Contractor shall repair, within five (5) business days, to the satisfaction of San Diego State University, or Aztec Shops, any damage that it, or its employees or agents, may cause to the premises or equipment. Should Contractor fail to commence such repairs within five (5) business days, Aztec Shops may repair such damage and Contractor shall reimburse Aztec Shops promptly for the cost of repair. Contractor acknowledges that San Diego State University Police has primary law enforcement authority on the premises and that, in the event of an accident or emergency of any kind, Contractor shall immediately notify and cooperate with San Diego State University Police. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of University faculty, students, staff, or visitors. Contractor and its employees, agents and subcontractors shall consistently comply with all San Diego State University parking and traffic regulations.

45. Trademarks and Trade Names

Contractor agrees that trademarks, trade names, designs, logos, and other intellectual property used to identify Aztec Shops and San Diego State University merchandise are the exclusive property of Aztec Shops and San Diego State University, and Contractor has no interest in such trademarks, trade names, designs, logos or other intellectual property except for the right to use such intellectual property as expressly permitted herein. Contractor covenants that, notwithstanding any other provision of this Agreement, it will not take any action which it knows or has reason to know would threaten to injure the image or reputation of Aztec Shops and San Diego State University logo, trademarks, trade

names, designs and/or other intellectual property.

46. Moral Turpitude

If Contractor becomes the subject of public disrepute, contempt, or scandal that materially affects Aztec Shops or San Diego State's image or goodwill, then Aztec Shops may deliver written notice thereof to Contractor setting forth the reasons for Aztec Shops' belief and requesting that Contractor take measures to eliminate the effects of such public disrepute, contempt, or scandal. Contractor shall then have sixty (60) days to take such measures; provided that if Contractor has used good faith, diligent efforts to eliminate the effects of such public disrepute, contempt, or scandal, but such effects are not capable of being fully eliminated within such sixty (60) day period, Contractor shall have an additional period of time not to exceed sixty (60) days to effectuate such elimination. If the effects of such public disrepute, contempt, or scandal have not been eliminated by the expiration of the applicable time period set forth above as determined by Aztec Shops in its sole discretion, then Aztec Shops may terminate this Agreement by providing written notice thereof to Contractor. Such termination shall be effective upon delivery by Aztec Shops of such written notice.

47. Material Change of Circumstances

The terms of this Agreement are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with Aztec Shops to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by Aztec Shops, negotiate in good faith to adjust the terms of this Agreement on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit Aztec Shops' ability to avail itself of any rights or remedies provided to Aztec Shops by law, equity or any other term of this Agreement.

48. Liens

Contractor shall at all times keep the property of Aztec Shops, San Diego State University, and CSU free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by Contractor pursuant to the terms of this Agreement. If any such lien shall at any time be filed against the premises, and Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, Aztec Shops may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by Aztec Shops in discharging the lien shall be paid by Contractor directly to Aztec Shops within thirty (30) days.

49. Sustainability

Contractor shall be in compliance with Aztec Shops' waste reduction policies and state laws, current and future. Contractor shall comply with the California State University single-use plastics policy and any future Aztec Shops, San Diego State University or California State University waste reduction policies. Contractor shall actively seek opportunities for Aztec Shops to consider piloting new technologies or approaches in waste reduction. Recyclable or compostable containers and packaging shall be in compliance with local waste hauler disposal guidelines. Contractor shall prioritize packing and shipping materials that are reusable.

50. Attorney's Fees

If any action is brought arising out of any breach of this Agreement or to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.