

## REQUEST FOR PROPOSAL (RFP)

California State University (CSU)
Office of the Chancellor
Contract Services and Procurement

RFP Number: 4630

Title: CSU Branding Assessment

Issue Date: April 18, 2014

RFP Contact: Melody Kojima or Nick Salcido

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**Proposal Delivery** 

**Location:** California State University Office of the Chancellor

**Contract Services and Procurement** 

401 Golden Shore, 5th Floor Long Beach, CA 90802

Map: http://www.calstate.edu/PA/info/CO Map.shtml

**NOTE:** Updates, changes or addendums to the RFP are posted at: <a href="http://vendors.planetbids.com/CSUCO/bidsearchform.cfm?StateID=52">http://vendors.planetbids.com/CSUCO/bidsearchform.cfm?StateID=52</a>

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## SECTION 1 – PURPOSE, OVERVIEW, AND TERM

#### 1.1 PURPOSE

The California State University Office of the Chancellor (hereafter called the CSU) is soliciting proposals from qualified firms to conduct an assessment of its current branding. The CSU system's branding plan was implemented in 2003 to significantly build awareness of the California State University system and the economic, social and cultural contributions it makes to the State of California. The target audiences for this plan are both internal stakeholders (employees, labor unions) and external constituencies (current and prospective students and families, state and federal legislators, alumni, media, donors, business and industry partners and community organizations).

#### 1.2 BACKGROUND

The California State University is the largest system of public higher education in the country with 23 campuses and five off-campus centers. Under the 1960 Master Plan for Higher Education, the CSU draws students from the top third of California's high school graduates, though its out-of-state and international student population is growing. The CSU has approximately 450,000 students, 45,000 employees, and nearly 3 million alumni.

The CSU graduates 100,000 students into the workforce each year. It prepares about 60 percent of the teachers in the state and more graduates in business, engineering, agriculture, communications, health, education, hospitality and tourism, and public administration than all other California universities and colleges combined. Altogether, about half the bachelor's degrees and one-third of the master's degrees awarded in California are from the CSU.

The CSU is one of the nation's most diverse higher educational institutions; the percentage of minority students at the CSU is 56 percent, more than twice the national average for four-year public universities.

The CSU, the University of California and the California Community Colleges are the three systems of higher education in California. In addition, there are more than 120 independent non-profit universities.

### 1.3 CURRENT ENVIRONMENT

This branding assessment is the first phase of the CSU's long-term plan to build its brand over the next several years.

The 23 institutions and the Chancellor's Office regularly communicate internally and externally with a variety of targeted audiences. While many of the institutions have a strong brand identity and high awareness in their markets, past research has historically indicated that there is low awareness of the CSU system's economic, social and cultural impact on the state and its residents. In addition, research has demonstrated that the public believes the cost to attend the CSU is much higher than it actually is, and there is confusion between the California State University's and the University of California's mission, campuses, structures, costs, etc.

How well the CSU can continue to achieve its mission of providing access to a high-quality, affordable education to eligible students will largely depend upon how well the system and its 23 institutions can collectively and consistently communicate their value as the university system that is changing the lives of Californians and shaping the state's and the nation's future. The CSU's leadership is committed to developing a long-term strategy to increase understanding and support of the system both internally and externally.

## 1.4 RFP RULES AND INSTRUCTIONS

The rules governing this RFP are stated in Section 7 - (Instructions, Content, and Format). Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

## **1.5 TERM**

The CSU intends to award a 16-week contract commencing June 16, 2014 and ending September 30, 2014. The budget for the project is \$75,000.

The CSU anticipates beginning a full rebranding plan sometime in 2015. This assessment of the current branding will help inform the direction of the rebranding.

## **SECTION 2 – SCHEDULE OF EVENTS**

Release of Request for Proposal: April 18, 2014

Bidder's Conference: April 24, 2014, 3:00 PM

Contact Nick Salcido at nsaldico@calstate.edu for call in details.

Last Day to Submit Questions for Clarification: May 8, 2014, noon

Deadline for Submission of Proposals: May 16, 2014, 11:00 AM

Notice of Intent to Award: May 30, 2014

Contract Award: June 13, 2014

Commencement of Services: June 16, 2014

Email questions to: mkojima@calstate.edu and nsalcido@calstate.edu QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED. Responses to questions and addendums will be posted on the CSU website at: <a href="http://www.planetbids.com/csuco/bidframe.cfm">http://www.planetbids.com/csuco/bidframe.cfm</a>

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

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

## SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION

#### 3.1 SOLICITATION PROVISIONS

## 3.1.1 DEFINITIONS

- (a) The Trustees of the California State University are referred to as "CSU," "University" or "Trustees."
- (b) The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contact for work and labor or to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.
- (c) "Bidder" or "Proposer" is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

## 3.1.2 RESERVATION OF RIGHTS

The CSU may reject any or all proposals and may waive any immaterial deviation in a Proposal. The CSU's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the CSU's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the CSU determines alternative solutions are in its best interest, the CSU may cancel this solicitation and pursue alternative sourcing options.

The CSU may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose. The CSU reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the CSU that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the CSU reserves the right to request additional performance guarantees if, in the sole opinion of the CSU, financial stability or capability cannot be established.

#### 3.1.3 NON-ENDORSEMENT

If selected as a qualified Bidder, the Bidder shall not issue any news releases or other statements pertaining to selection, which state or imply CSU endorsement of Bidder's services.

## 3.1.4 DISPUTES/PROTESTS

CSU encourages potential Bidders to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The CSU wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Bidder's filing a notification to protest must do so within five (5) business days after a Notice of Intent to Award has been publicly posted. The protesting Bidder shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. Protest must be sent by certified or registered mail or delivered in person to the Executive Vice Chancellor, Administration and Finance, or designee, Office of the Chancellor. Within a reasonable time after receipt of the written statement of protest, the CSU will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Bidder. The decision of CSU is final.

## 3.1.5 AWARD OF CONTRACT

The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Bidder and the CSU shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in substantial accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the parties are unable to agree upon a time extension, or if the CSU determines that a time extension would not be beneficial to the project, the CSU reserves the right to terminate negotiations and proceed with a secondary finalist.

## 3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSU within **fourteen (14)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate CSU officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

#### 3.1.7 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Bidder refuses or fails to execute the Agreement, the CSU may award the Agreement to the next qualified Bidder.

#### 3.1.8 CONFLICT OF INTEREST

Potential Contractors are advised that Contractor's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a CSU decision.

## 3.1.9 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 factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible 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 the Bidder Declaration Form and indicate the total DVBE participation.

For further information on DVBE participation requirements or incentive for this project, contact Darryl Dearborn, CSU Small Business & DVBE Advocate at (562) 951-4581 or via email at ddearborn@calstate.edu.

## 3.1.10 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. (<a href="http://leginfo.legistature.ca.gov/faces/codes.xhtml">http://leginfo.legistature.ca.gov/faces/codes.xhtml</a>) and Title 2, California Administrative Code, Section 1896, et seq., (<a href="http://ccr.oal.ca.gov/">http://ccr.oal.ca.gov/</a>). Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, then complete the Bidder's 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.

### 3.1.11 ACCESSIBILITY TECHNOLOGY INITIATIVE - SECTION 508

California Government Code 11135 requires that the CSU comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by

the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

- Telecommunication products, such as telephones;
- Information kiosks;
- Transaction machines:
- World Wide Web sites;
- Software and Operating Systems;
- Computers;
- Multimedia (including videotapes), and;
- Office equipment, such as copiers and fax machines.

## 3.1.12 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

A contractor may be required to furnish a bond to the CSU against any and all losses, damages, costs, expenses, claims and liabilities for patent, copyright and trade secret infringement.

#### 3.1.13 ACCOMMODATIONS FOR THE DISABLED

It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

#### 3.1.14 PUBLIC CONTRACTS CODE RESTRICTIONS FOR CSU EMPLOYEES

CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Bidder needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, Bidder certifies that the Bidder is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

- 1. Current CSU Employees (PCC Section 10831):
- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
- b) No officer or employee shall contract on his or her own behalf as an independent Bidder with any CSU department to provide goods or services.
- c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.
- 2. Former CSU Employees (PCC Section 10832):
- a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department.

b) For the twelve-month period from the date he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSU service.

## 3.1.15 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code. "Loss leader" means any article or product sold at less than cost:

- (a) Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
- (b) Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
- (c) Where the effect is to divert trade from or otherwise injure competitors.

#### 3.1.16 BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The CSU may require a contractor offering a substitute to supply additional descriptive material and sample.

## 3.2 BIDDER'S CERTIFICATION

By submitting a proposal, the Bidder certifies to comply with the following:

## 3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)

Bidder assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

## 3.2.2 UNFAIR PRACTICES ACT

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

## 3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Bidder warrants that the Bidder has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Bidder

certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

#### 3.2.4 COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract the Bidder swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

## 3.2.5 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Bidder:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Bidder (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

## 3.2.6 NONCOLLUSION AFFIDAVIT

By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

## 3.2.7 SAFEGUARDS FOR PROTECTING CSU INFORMATION ASSETS

By submitting a bid, Bidder acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Bidder hereby

certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

#### 3.2.8 COVENANT AGAINST GRATUITIES

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

## 3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies under penalty perjury under the laws of the State of California that the Bidder will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

#### 3.2.10 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Bidder certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the bidder, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition the Bidder agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

## SECTION 4 - SCOPE OF WORK

- 4.1 The CSU seeks a contractor to research its current brand to help determine if it is increasing and improving the image and awareness of the CSU, and as a result helping to increase investment (defined broadly) to the CSU. The current brand, developed in 2003, consists of:
  - A research-based platform: "California State University provides a quality, student-focused education and diverse opportunities. CSU is the lifeblood of California.
  - A tagline: "CSU is working for California."
  - A graphic identity system which can be found here: http://www.calstate.edu/brand/.
- 4.2 The research should analyze the following:
  - a. How the CSU is perceived by its key audiences for fulfilling its mission of:
    - 1. Access
    - 2. Affordability
    - 3. Quality
  - b. How key audiences describe the CSU's role.
  - c. If key audiences perceive the CSU as:
    - 1. Providing a gateway to a college education for traditionally underrepresented students
    - 2. Preparing qualified graduates for the workforce
    - 3. Impacting California's economy
    - 4. Improving the quality of life for all Californians
  - d. If the CSU's tagline, "Working for California," conveys a positive image of the university with key audiences; which audiences; and why or why not.

#### 4.3 APPROACH

In addition to qualitative/quantitative approaches undertaken by the proposer, proposers must conduct the following to assess the questions in section 4.2 above:

- a. A review of research on California public higher education conducted by the Public Policy Institute of California (PPIC) and other organizations.
- b. A competitive analysis that includes the perception and market position of the CSU compared with the University of California and the California Community Colleges, as well as other public and private universities in California.

### 4.4 DELIVERABLES

At the end of the contract, the contractor is expected to deliver a full report that details methodology, the results of the required assessments (a-d) in section 4.2, and any other significant findings or observations that would help inform the CSU about the perceptions of its current brand. The report should include a 2-page executive summary, followed by a detailed report that may include infographics, charts, and any other pertinent data, and an appendix of the research and results. The contractor may also make recommendations for how CSU can approach a full rebranding.

## SECTION 5 - CONTRACTOR QUALIFICATIONS/REQUIREMENTS

In addition to meeting all other requirements of this RFP, to be considered responsive to the RFP requirements, all responding proposers shall furnish verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications:

- 5.1 Contractor shall have the financial stability and depth of resources necessary to provide and support the services requested herein as demonstrated by the most recent audited or reviewed financial statements.
- 5.2 Contractor shall have at least ten (10) years of experience in services similar in scope to the services requested herein.
- 5.3 Contractor must be able to demonstrate its capabilities for performing this type of service by providing detailed information about similar services performed during the last ten (10) years.
- 5.4 Contractor must be located in California or have staff dedicated to this project located in California.
- 5.5 Contractor must provide three references that can speak to similar work proposer has conducted for them.

## **SECTION 6 – EVALUATION AND SELECTION CRITERIA**

#### 6.1 SELECTION CRITERIA

The CSU will only consider proposals from financially responsible and responsive firms and organizations presently engaged in the business of providing branding assessments. The award will be made to the most responsible and responsive vendor or partnership group whose proposal is determined to be the most advantageous to the CSU based on the evaluation criteria listed below in order of importance.

#### 6.2 EVALUATION METHOD

All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content, requirements, qualifications, quality standards, take unacceptable exceptions to the terms and conditions, or are non-responsive to the required responses in this RFP will be eliminated from further consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by the evaluation team. As a part of this review, the CSU may require proposing firms or organizations to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the evaluation team.

Responsive Proposers found to be most qualified to perform the services required, based upon the listed criteria may be required to give oral interview/presentations to the evaluation team as part of the evaluation process. The purpose of interview/presentation is to give "Finalists" an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information. All firms and organizations or partnership groups selected for an interview and presentation will be notified of the proposed interview date(s) at least one week in advance.

Firms and organizations or partnership groups selected for interview must present, for in-person interview, both the dedicated/lead point of contact for the project and the vendor representative with financial decision making authority for the project

From among the Finalist proposers the CSU may select one or more firm(s) and or organization(s) to enter into final proposal negotiations for the RFP award. A proposing firm(s) and or organization(s) may be required to participate in negotiations and to submit best and final price, technical or other revisions to the proposal which may result from such negotiations.

All proposers will be notified in writing once one or more firms have been selected.

The CSU Evaluation Team will make its evaluation based on the criteria below.

## **6.2 POINT SCORING SCHEDULE**

	Evaluation Criteria	Points
Α	Bidder's Qualifications and Experience	25
В	Scope of Work	50
С	Cost	25

Points:	100
Additional Points (if Applicable)	
Bidder Declaration Form	
Appendix C	

#### 6.3 EVALUATION CRITERIA

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria noted below.

## A. Bidder's Qualifications and Experience

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.

Points: 25

Points: 50

## B. Scope of Work

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.

C. Cost Points: 25

Cost will be evaluated based on the firm-fixed price as indicated on Appendix D. The lowest overall pricing proposal shall receive the maximum points. Points on proposals with a higher overall price shall be determined by dividing the lowest proposal price by the higher proposal price and multiplying by the maximum points as indicated below.

Pricing shall remain valid for a period of 90 days from the proposal due date.

## **SECTION 7 - INSTRUCTIONS, CONTENT, AND FORMAT**

#### 7.1 INSTRUCTIONS

## 7.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing by e-mail no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Bidders. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Melody Kojima and Nick Salcido Contract Services and Procurement California State University, Office of the Chancellor

E-mail: <a href="mkojima@calstate.edu">mkojima@calstate.edu</a>
nsalcido@calstate.edu

#### 7.1.2 ERRORS AND OMMISSIONS

If prior to the date fixed for submission of Proposal a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Bidder shall immediately notify the CSU of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice and posted to the RFP website to all active Bidders, without divulging the source of the request for it.

#### 7.1.3 ADDENDA

The CSU may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the RFP website. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

#### 7.1.4 CANCELLATION OF SOLICITATION

This solicitation does not obligate the CSU to enter into an agreement. The CSU retains the right to cancel this RFP at any time for any reason. The CSU also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the CSU to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

## 7.1.5 REVISIONS IN BID SOLICITATION

This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.

## 7.1.6 COMPLIANCE WITH RFP

To be compliant with the administrative requirements of this RFP, Bidder must meet the mandatory requirements and complete and return the list of submittals in Section 7, Instructions, Content, and Format.

## 7.1.7 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. Statements made by a Bidder shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Bidders and shall not be chargeable to the CSU.

## 7.1.8 DELIVERY OF PROPOSAL

The Proposal must be received in the Contract Services and Procurement Office no later than the time indicated on the date and specified in Section 2, Schedule of Events. The Bidder is responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal, including delay occasioned by the internal mailing system in the Office of the Chancellor, will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Bidder. The Proposal must be completed and delivered by the specified time in order to avoid disqualification for lateness due to difficulties in delivery. LATE, FAXED, OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

## 7.1.9 EXCEPTIONS

In the event a Bidder believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for submission.

## 7.1.10 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Bidder. Multiple proposals shall result in rejection of all proposals submitted by the Bidder.

#### 7.1.11 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by the CSU by written request signed by the Bidder or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

## 7.1.12 PROPOSALS BECOME THE PROPERTY OF CSU

Proposals become the property of CSU and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The CSU reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at the CSU's option and at the Bidder's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the CSU to structure an RFP or other solicitation. If the Proposer fails to notify the CSU of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

#### 7.1.13 CONFIDENTIAL MATERIAL

Bidder must notify CSU in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CSU shall have sole discretion to disclose or not disclose such material subject to any protective order that Bidder may obtain.

Final bids are public upon award of contract; however the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award is issued.

The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

Please refer to the California Public Records Act (GOVT. CODE §§ 6250 - 6276.48) for further information.

#### 7.1.14 BIDDER'S COST

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the CSU.

#### 7.1.15 INSPECTION OF SOLICITATION DOCUMENTS

Bidder shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Bidder's sole risk. It is the Bidder's responsibility to provide the CSU with current contact information and to update the CSU immediately of any changes.

## 7.2. CONTENT AND FORMAT

To be considered responsive to this RFP, Bidder must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The CSU reserves the right to request additional information that in the CSU's opinion is necessary to assure that the Bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

#### 7.2.1 DELIVERY OF PROPOSALS.

#### ADDRESS OR DELIVER PROPOSALS TO:

Melody Kojima and Nick Salcido Contract Services and Procurement CALIFORNIA STATE UNIVERSITY, OFFICE OF THE CHANCELLOR 401 Golden Shore, 5th Floor Long Beach, California 90802-4210 Map to CSU Office of the Chancellor: http://www.calstate.edu/PA/info/CO Map.shtml

Reference RFP No. 4630 on the outside of the mailing box or package.

#### 7.2.2 LATE PROPOSALS

Sealed proposals must be received in the Contract Services and Procurement Office no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Bidder is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal mailing system in the Office of the Chancellor will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Bidder.

#### 7.2.3 MODIFICATIONS

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

## 7.2.4 COPIES REQUIRED

The Bidder must provide 5 hard copies in separate three-ring binders with tabbed indexes and a CD ROM. A BIDDER MAY BE DISQUALIFIED IF ANY COPY OF THEIR PROPOSAL IS FOUND TO HAVE MATERIAL DIFFERENCES FROM THE ORIGINAL COPY.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

Do not include additional graphics in the electronic copy that are not otherwise in the original hard copy of the proposal. Do not include animation of any kind in the proposals. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

## 7.2.5 PROPOSAL CONTENT AND FORMAT

All Bidders are also required to complete the RFP Submittals. Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual indexed tabbed sections listed below.

## Proposals must include the following:

- a. A detailed approach to the project outlining methodology and timeline addressing the needs in questions a-d in section 4.2.
- b. A description of the proposer's qualifications answering the criteria in section 5.
- c. Identification of the staff that will be dedicated to this project and a detailed biography for each staff member including experience working on similar projects.
- d. Three letters of reference that can speak to similar work proposer has conducted for them as identified in section 5.5.

## Section 1 - Cover Letter

The cover letter shall include:

- 1. A brief statement of intent to perform the services proposed.
- 2. Signature of an authorized officer of the organization who has legal authority in such transactions.
- 3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the CSU contact on this RFP and a secondary contact.
- 4. Acknowledgement receipt of all addenda issued.
- 5. Expressly state that, should the Bidder's proposal be accepted, the Bidder agrees to enter into a contract under the terms and conditions as set forth herein.

Proposals with unsigned cover letters will be rejected.

## Section 2 - Exceptions and Confidential Material

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Bidder must expressly state that no exceptions are taken. Please Note: Taking exceptions to proposal requirements may render a Bidder's proposal non-responsive and rejected from further consideration.

Also in this section, Bidders shall identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public record.

### Section 3 – RFP Submittals

This section shall consist of the following response to:

- 1. Minimum Qualifications/Requirements
- 2. Bidder's Qualifications and Experience
- 3. Scope of Work
- 4. Appendix B, Payee Data Record
- 5. Appendix D, Cost Proposal
- 6. Appendix F, Client References

#### Section 4 – Additional Submittals

This section shall consist of the following applicable forms:

1. Appendix C, Bidder Declaration

AGREEMENT	Γ	AGREEMENT NUMBER	AM. NO.
		CONTRACTOR IDENTIFICATION N	IMRED
		CONTRACTOR IDENTIFICATION IN	OMBER
THIS AGREEMENT, made and entered into this	, in the State	e of California, by and between education capacity, throu	veen the ugh its duly
CONTRACTOR'S NAME		haraaftar ca	alled Contractor,
WITNESSETH: That the Contractor for and in consideration of the University hereinafter expressed, does hereby agree to furnish to the		agreements, and stipulation	
The Contractor shall provide services for assessing the current in accordance with the following Riders:	nt branding of the Ca	lifornia State University	system
Rider A, Scope of Work, consisting of xx pages; Rider B, CSU General Provisions for Service Acquisitions, c Other Rider – RFP No. 4630 and Contractor's response to R and on file with the CSU are made a part of the Agreement b	FP No. 4630 dated		provided by
The term of this Agreement shall be from the date of this agr	eement through		
The total authorized expenditure shall not exceed			
Contractor shall report to,		<u>.</u>	
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date UNIVERSITY		CONTRACTOR	
- CITYERSTI I		CONTRACTOR	
Trustees of the California State University			
BY (AUTHORIZED SIGNATURE)  DATE	BY (AUTHORIZED SIGNAT)	JRE)	DA TE
>			
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE	OF PERSON SIGNING	
DEPT.  Contract Services & Procurement	ADDRESS		

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D	ı	UEI	пЦ		$\mathbf{L}\mathbf{A}$	$\mathbf{n}$	$\mathbf{I}$	JΙΝ

1.			•	rior to completion of this form): or None (If "None", go			
		produced by your firm, state if y	our firm owns the	the distinct element of work <u>your</u> transportation vehicles that will o ts, as necessary.			
	c. If you are a California certific	(2) If the contract i	ncludes equipme	<b>No</b> nt rental, does your company owr nd value)? <b>Yes No N/A</b>		f the equip	ment
2.	If no subcontractors will be use	ed, skip to certification below. O	therwise, list all su	ubcontractors for this contract. (A	ttach additiona	al pages if i	necessary)
	Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, 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)
  - Small Business Nonprofit Veteran Service Agency (SB/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, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: <a href="mailto:osdchelp@dgs.ca.gov">osdchelp@dgs.ca.gov</a>

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.

pages and complete the "Page of "accordingly.

- (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."

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

#### 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, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (<a href="www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a>) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

**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, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**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.

# RFP No. 4630 Appendix D – Cost Sheet

1.	CSU Branding Assessment – June 16, 2014 through September 30, 2014				
	\$				
	Comments:				
Bidde	r's name:				
Bidde	r contact and title:				
Phone	e:	E-mail:			

# RFP No. 4630 APPENDIX F

# **CLIENT REFERENCES**

The proposer must identify three (3) client references for whom the proposer has provided similar services.

Firm #1 - Name of Firm:		
Address of Firm:		
	Phone No. ( )	
Date of Project: From:	To:	
Dollar value of agreement:		
Firm #2 - Name of Firm:		
Address of Firm:		
Contact Person:	Phone No. ( )	
Date of Project: From:	To:	
Dollar value of agreement:		
Brief Description of Project:		
Firm #3 - Name of Firm:		
Address of Firm:		
Contact Person:	Phone No. ( )	
Date of Project: From:	To:	
Dollar value of agreement:		
Brief Description of Project:		