



BUSINESS CONTRACTS
ONE SHIELDS AVENUE
DAVIS, CALIFORNIA 95616

University of California, Davis
Materiel Management
Business Contracts-Agreements

REQUEST FOR PROPOSAL (RFP)
Brand Health Metrics and Market Research
RFP No. UCD1404124KG

RELEASE DATE: June 19, 2014

RFP CLOSES: July 3, 2014

ELECTRONIC ACCESS: This Request for Proposal and any addenda are available for downloading at web address: <http://purchasing.ucdavis.edu>

RETURN RFP RESPONSE TO:

University of California, Davis
Business Contracts

Attn. RFP #UCD1404124KG

Physical address is:
3215 Apiary Drive
Davis, CA 95616

Mailing Address is:
One Shields Avenue
Davis, CA 95616

FAXED RESPONSES WILL NOT BE ACCEPTED

CONTACT

Kelly Gilmore, Contract Analyst
E-mail: knngilmore@ucdavis.edu

SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM

Brand Health Metrics and Market Research
 RFP: UCD1404124KG

Proposer instructions: This completed form must accompany your bid; failure to do so may result in disqualification.

General Conditions of a University Proposal

1. **Deviations from specifications:** Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject Proposals on each item separately, or as a whole, and to waive any irregularities in the Proposal; irregularities may, however, render the Proposal non-responsive.
2. **Disclosure of Records/Confidentiality of Information:** All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record. The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor's eligibility, each sheet of such information must be marked with the designation "Confidential." The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.
3. **The Regents Not Liable for Required Disclosure:** The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked "TRADE SECRET", "CONFIDENTIAL," or "PROPRIETARY" or if disclosure is required by law or by an order of the court.
4. **Signature Certification and Vendor Information:** The undersigned, as an authorized official of Contractor, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request, has examined instructions, specifications, and terms and conditions of the solicitation. Bidder proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

REQUIRED CONTRACTOR INFORMATION

COMPANY NAME -	CONTACT PERSON/TITLE
BUSINESS ADDRESS	STREET
TELEPHONE	FAX
E-MAIL	

SIGNATURE CERTIFICATION

I CERTIFY THAT I AM AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION I REPRESENT FOR THIS OFFER, AND AGREE TO ALL TERMS AND CONDITIONS DESCRIBED HEREIN.

AUTHORIZED SIGNATURE / TITLE	PRINT NAME	DATE
TELEPHONE No./	FAX No./	E-MAIL

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I. INTRODUCTION TO UC DAVIS

Please refer to <http://www.ucdavis.edu/about/index.html> for information about UC Davis (University).

II. PURPOSE

Project background

UC Davis has established itself as one of the nation’s premier public research universities, but it is looking ahead to greater service and engagement. Inspired by its Vision of Excellence, UC Davis has set a course forward with the 2020 Initiative. This plan uses strategic growth to create a more diverse community of scholars and increase the university’s impact while achieving financial stability.

The plan puts the university on a path toward adding up to 5,000 new students by 2020, along with corresponding increases in graduate students, faculty, staff and facilities. Such growth necessitates stronger engagement and positioning with key audiences across California, the nation and world, in order to lead to increases in qualified student applicants, philanthropic support, partnerships, contracts and other direct and indirect benefits that can help fulfill the plan and aid the university in making sound decisions as it moves forward.

Among other endeavors, the launch of the university’s next comprehensive fundraising campaign will be a critical component of success. Accordingly, UC Davis is pegging the launch of a new brand campaign to the beginning of the comprehensive fundraising campaign’s quiet phase, which is expected in 2015.

Research need

To prepare for this the brand initiative, UC Davis is engaging in qualitative research and a longitudinal,

quantitative research study, renewable after three years, that provides baseline measurements and builds a foundation for brand health metrics and market research. Such research may be called upon for the campus as a whole or may be focused on one or more individual schools, colleges, or programs as needed.

Specifically, UC Davis is using this RFP to launch annual research that will accomplish three goals:

1. Identify critical brand perception and positioning information that can inform the creative expression and messaging of a powerful brand campaign.
2. Identify engagement strategies for alumni, prospective students and the general public.
3. Discover the ways our audiences receive information now and would like to receive it in the future.

Types of measurements may include:

- Baseline and longitudinal data of awareness and familiarity of UC Davis
- Baseline and longitudinal data of perceptions related to UC Davis, particularly related to its brand position, emotional connections and drivers, and willingness to act in relation to the university
- Awareness and perception information regarding the university's current "One World, One UC Davis" brand campaign, in order to glean insights as to its strengths and weaknesses in communications approaches.
- Measurement of awareness/perception of competitive factors at a statewide level, such as competing higher education institutions or philanthropic organizations
- Measurement of the impact and reach of advertising and outreach efforts
- Establishment of key performance indications (KPIs) that can be used to evaluate changes or influencing factors on audience perceptions

This information is supplemental to research conducted annually by the UC Office of the President, which provides perception data for the system as a whole and some information for the 10 individual campuses.

Key Audiences

- Alumni (contact data provided by university)
- Prospective Students and their Parents, particularly in California (contact data provided by university)
- Community/General Public (contact data provided by firm)

In addition, the scope may be expanded to include additional audiences, based on internal partner interest and participation.

III. SCOPE OF WORK

Key Activities

1) Methodology

- Develop standard online quantitative survey instrument to gather impressions of UC Davis. At this time, UC Davis is not interested in telephone surveys.
- Develop sampling strategy to stratify by audience. Repeat annually for length of contract for prospective students; every three years for alumni and community.
- Identify questions and approaches best addressed through focus groups and suggest a strategy that includes in-person focus groups in the San Francisco Bay and Los Angeles urban regions for the three audiences (general public, alumni, prospective students who reflect the diversity of California – again, may need a multi-year definition).
- Identify methods to customize the instrument in ways to test resonance of positioning strategies and outreach methodologies.

2) Design

- Design survey instruments and focus group schema.

3) Research: Focus Groups

- Complete necessary focus groups (2 per audience totaling six focus groups in each of the two cities) to further test data received in quantitative assessment.
- Focus groups must be in person in the SF Bay/LA urban areas (not outlying) in standard research facilities.
- Develop and field quantitative survey and conduct pre-testing as recommended.

4) Research: Online Survey

- Minimum 300 completed surveys for each audience
- Surveys must be online (no CATI, phone surveys, etc.)
- For alumni, add an optional component at survey end to provide personal historical data related to UC Davis (Greek organizations, clubs, etc.)
- Recent alumni surveys suggest that the firm should expect a 7-15% response rate. Since the prospective student data is a mixture of purchased and volunteered prospects, the response rate expectation should be similar. The firm should use previous experience to make its estimation of response rates from the general public.

5) Insight & Outcomes

- Analyze data and extract top-line trends and feedback of both online surveys and focus groups
- Provide summary of key insights, trends and conditions
- Provide transcripts of focus groups.

Proposed Timeline

- Conduct first study likely in September 2014
- Repeat annually for length of contract for prospective students; every three years for alumni and community.

Contract Term

The resulting contract will be for a term of one year with four one-year extensions possible at University's sole discretion.

IV. IMPORTANT BACKGROUND URLs

- Vision of Excellence: <http://vision.ucdavis.edu/>
- 2020 Initiative: http://chancellor.ucdavis.edu/initiatives/2020_Initiative/index.html
- UC systemwide research report:
https://www.dropbox.com/s/oqicf03joipk70/13.0007_SS_UCOP_Full_Report.pptx

V. MINIMUM QUALIFICATIONS

Eligibility to respond to this RFP is based on the respondent's ability to meet the minimum qualification listed below. Each proposer must clearly illustrate how they meet the minimum qualification in their proposal; failure to do so may result in disqualification. The University, in its sole discretion, reserves the right to determine whether any proposer meets the minimum eligibility standards.

- A. Proposers must have prior experience conducting multiple marketing research studies for major public research higher education institutions. Research must clearly be shown to be for the top-level brand, not a sub-brand such as for an academic unit (college or school) or for an administrative area (i.e. Athletics or Undergraduate admissions).
- B. Proposers and each of its team members assigned to this project must have prior experience conducting multiyear brand perception research for top-level brands of higher education institutions (e.g., not just a graduate program or auxiliary program such as an extension program, but the core institutional brand identity).
- C. Proposers must have experience conducting market research to inform the development of a successful, new top-level brands of higher education institutions (e.g., not just a graduate program or auxiliary program such as an extension program, but the core institutional brand identity).

VI. PREFERRED QUALIFICATIONS

The University prefers that proposers possess the following knowledge and skills:

- A. Experience conducting brand and communications research specific to preparations for \$1 billion+ comprehensive campaigns.
- B. A portfolio that includes universities ranked in the top national categories for US News and World Report.
- C. Because UC Davis is a minority-majority institution, experience working with very diverse universities.

VII. RFP SCHEDULE AND DEADLINES

- A. RFP Release Date: June 19, 2014
- B. Question and Answer Period Deadline: June 20, 2014, 12:00 PM PDT
- C. Question and Answer Addendum Posted: June 23, 2014 (estimated)
- D. RFP Response Deadline: July 3, 2014, 12:00 PM PDT

VIII. ISSUING OFFICE AND COMMUNICATIONS REGARDING THE RFP

- A. Proposers may make written inquiries concerning this RFP by mail, fax or e-mail to the analyst below. All inquiries must be received by the Question and Answer Deadline above. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an addendum to the RFP. The addendum will be e-mailed to each potential responder of record and posted on the UC Davis Business Contracts website at <http://purchasing.ucdavis.edu/UCDBIDS/>. The identity of the submitter of any particular question will not be disclosed.

B. Direct all questions to:

Kelly Gilmore
Business Contracts Analyst
University of California, Davis
One Shields Avenue
Davis, CA 95616

E-mail: kngilmore@ucdavis.edu

IX. RFP ADDENDUM

- A. All questions shall be summarized and answered by an addendum issued by the University.
- B. The University may modify the RFP prior to the date set for its receipt of proposal, by issuance of amendments, posted on the web and sent by e-mail to all proposers who receive a copy of this RFP from the University. Amendments will be clearly marked as such and only issued by the UC Davis Business Contracts Office. Each amendment will be numbered consecutively and will become part of this RFP.

X. REQUIRED SUBMITTALS

- A. Proposers must submit their proposals in the format set forth in Attachment 1. Five signed original hard copy proposals must be submitted along with one electronic copy in .pdf or Word format (CD). The official hard copy must contain the required original signatures and shall be identified by a sealed envelope marked and addressed as required.
- B. A completed, signed "Signature, Certifications, and Contacts Form" (page 2 of this RFP document).

XI. INSTRUCTIONS FOR SUBMITTING BIDS

The proposals, containing the items described in section VIII above, must be received on or before July 3, 2014 by 12:00 PM PDT at the address given on the cover of this RFP. Late proposals will not be accepted. Proposals submitted via fax or e-mail will not be accepted. The University strongly encourages proposers to submit hard copies that are printed "double-sided" to conserve paper.

XII. PROPOSER PRESENTATIONS

The University may request oral presentations from one or more of the highest scoring proposers and will notify selected proposers of the schedule.

XIII. PROPOSAL EVALUATION AND CONTRACT AWARD

- A. Proposals will be evaluated in 2 or 3 tiers using a cost per-quality-point method: Tier 1 (qualification), Tier 2 (written proposal) and Tier 3 (oral presentation, if requested). Written proposal responses (Tier 2) will be evaluated for quality using the categories listed at the end of this section. Established quality points will be awarded by category. Pricing is not a category in the technical evaluation process. The categories are weighted depending on the relative importance of each category to the University. Proposals must receive at least seventy percent (70%) of the maximum allowable points on the written proposal (Tier 2) to be considered a finalist in Tier 3 and may be requested to provide an oral presentation. Those proposers receiving less than seventy percent (70%) of the maximum allowable

quality points shall be eliminated from further consideration. The University reserves the right to eliminate the oral presentation if it determines the written bids are sufficient to establish quality.

The cost used in computing the cost per-quality-points will be the total proposal cost calculated from the University pricing section within this Request for Proposal. The total proposed cost of each finalist's proposal will be divided by the total quality points awarded to the respective proposer's proposal. Those proposers receiving the minimum required score on their written proposal may be invited to make an oral presentation. The finalist (Proposer) with the lowest cost per-quality-point will be given the opportunity to enter into negotiations with the University. If the University and Proposer are unable to come to satisfactory terms in the form of a contract, the University reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the University to the next lowest cost per-quality-point proposer.

Formula for point calculation:

$$\frac{\text{Total proposed cost}}{\text{Points awarded to written proposal (Tier 2) + Points awarded to oral presentation (Tier 3)}} = \text{Lowest cost per quality point}$$

- B. This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable University policies and State of California law. University reserves the right to withdraw this RFP at any time. All documents submitted to University on behalf of this RFP will become the exclusive property of the University and will not be returned.
- C. Any contract resulting from this RFP will be awarded to the proposer whose proposal, in the opinion of the University, offers the greatest overall benefit to the University when considering the total value to be delivered, including, but not limited, to the quality of professional services offered.
- D. Representatives within University will evaluate proposals to determine the effectiveness of the proposal in meeting University's requirements. In addition to the materials provided in the proposals, University may request additional information for clarification purposes.
- E. Factors that will be used to evaluate information include, but are not limited to:
 - The proposer's ability to demonstrate it has the capability to fulfill the requirements stated in the RFP;
 - Cost of services;
 - Quality and experience of proposed team and demonstrated understanding of the Project expectations; and
 - Completeness of proposal and inclusion of all requested information.
- F. University reserves the right to accept or reject any or all responses, make one award, or make no award, and/or waive an immaterial deviation in a proposal at University's sole discretion. University's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements, either in the RFP or the requirements if awarded the contract. University reserves the right to award an opportunity to negotiate an agreement after reviewing, evaluating, and comparing all responses to this request and oral presentations, if conducted. Following selection, University will negotiate exclusively with the selected proposer regarding specific tasks, costs, terms and conditions.

- G. If, during the negotiations, University determines at its sole discretion that a satisfactory agreement is not possible or is unlikely, University may end negotiations and enter into negotiations with another proposer or pursue other alternatives, whichever is in its best interest.
- H. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the proposer's proposal as accepted by University.

XIV. BID PREPARATION COSTS

All labor, materials, and miscellaneous costs incurred and expended by a participating bidder in order to respond and produce and perform the submittal requirements of this RFP shall be borne entirely by the proposer. In responding to the RFP, the participating proposer agrees that it will indemnify and hold harmless University against any charges, costs, or claims that may arise as a result of their participation in this RFP.

XV. AUDIT REQUIREMENTS

Any agreement resulting from this RFP shall be subject to examination and audit by the University of California and the State of California for a period of five (5) years after final payment. 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.

XVI. MARKETING REFERENCES

The successful proposer shall be prohibited from making any reference to University, in any literature, promotional material, brochures, or sales presentations, without approval of the Associate Chancellor for Strategic Communications. Even if approved, the successful proposer will always be prohibited from referencing the university in any way that could appear to be an endorsement from the university.

XVII. INSURANCE REQUIREMENTS

The successful proposer shall furnish a certificate of insurance acceptable to University. All certificates shall name the Regents of the University of California as an additional insured and be in compliance with section IX of Attachment # 2, the University of California's Independent Consultant Agreement. The certificate must be submitted to University prior to the commencement of services. NOTE: At contractor's election, some insurance policies may be available for purchase through the university's insurance program; information on available insurance policies and their associated costs can be located online at <http://ucd.marshcampusconnexions.com/Constituencies/VendorsContractors/VendorContractorInsuranceProgram.aspx>.

XVIII. UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS

The University of California's standard terms and conditions for professional services agreements shall be incorporated into the agreement resulting from this RFP; please refer to Attachment 2.

XIX. ERRORS AND OMISSIONS

If the proposer discovers any discrepancy, error, or omission in this RFP or any attachments, University shall be notified immediately and a written clarification/notification will be issued to all bidders who have been furnished a copy of this RFP for bidding purposes. No proposer will be entitled to additional compensation for any error or discrepancy that appears in the RFP.

Attachment #1 RFP Bid Format

All proposers must submit RFP responses in the following format, responding to each item in the order presented. The University recommends responding in open text format directly below each question or numbered item, without changing any of the identifying headers, letters, or numbers.

A. Executive Summary

Proposers must briefly summarize relevant experience and expertise as it relates to the scope of the project and the minimum and preferred qualifications set forth in sections V and VI herein. NOTE: Proposers may be disqualified if they fail to clearly illustrate how they meet the minimum qualifications. It is strongly suggested that proposers address each minimum and preferred qualification point by point.

B. Company Profile

Proposers should provide relevant information about their company, including an organizational chart, the company's business model (breadth and depth of services offered, even if outside the scope of this RFP), the number of staff, and an overview (sufficiently detailed to be evaluated) of experience in development, especially in the context of higher education or other not-for-profit organizations. Please include the company's mission statement or corporate vision/values statement and overall consulting approach.

C. Assumptions

Proposers must list any assumptions that your company has made that may significantly affect this proposal. These assumptions may relate to anything that is not specifically mentioned. For example, list any assumptions related to the specified timeframes, involvement of UC Davis personnel, or technological issues that were not specifically mentioned in the RFP document should be listed.

D. Project Approach and Detailed Project Plan

Proposers must describe their company's project approach and explain the methodology to this project based on the information provided in the RFP. Proposers must provide a detailed project plan including work breakdown by tasks as well as timing and the expected involvement of University team members. Proposers should be sure to address their process for developing and analyzing qualitative and quantitative research, access to reliable sources of consumer contacts for representative samples, and approach to contacting research respondents and receiving feedback.

E. Proposed Team

Proposers must provide an overview (sufficiently detailed to be evaluated), resumes and introduction of the proposed team member(s) and subcontractors, including their experience with similar projects in higher education. University reserves the right to make any changes to the contract should the proposer change the project team structure once the contract has been signed. The proposed team must be available for the duration of the engagement. The strength and experience of the project team is a critical element of the project.

F. Price Proposal Information

Proposers must provide a budget and overall not-to-exceed cost for the project, along with any explanatory information regarding the cost and/or cost structure. Budgets should include a payment schedule that is tied to major milestones and tasks. Any additional costs that are expected to be incurred during the project that are not part of the budget and overall cost must be clearly identified. **NOTE: This information must be submitted in a separate sealed envelope and shall not be included in the electronic document.**

G. Acceptance of Terms and Conditions

Proposers must acknowledge acceptance of the University’s Independent Contractor Agreement, attached hereto and Attachment 2, or note change requests or exceptions. Changes to the terms and conditions after the submission of the proposal are grounds for dismissal.

H. Work Samples

Proposers must provide a minimum of two samples of completed work for an engagement of a similar size and scope. Confidential information may be redacted where necessary.

I. References

Proposers must provide the names and contact information of three references with whom you have worked on a similar project and who are willing to provide a reference for your company. At least one reference must be from a project completed at least three years ago.

J. Additional Information

Proposers must provide any additional information considered essential to the proposal and not specifically requested in other sections. If there is no additional information to present, please state in this section: “There is no additional information we wish to present.”

K. Signature

By signing below, a person authorized to make this proposal on behalf of your company certifies that the company is authorized to perform work in the State of California, and furthermore, possess all necessary State of California licenses and permits to legally perform all work associated with this RFP and resulting contract.

by: _____
(authorized signature)

print name: _____

title: _____

date: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the UNIVERSITY COMMUNICATIONS and _____ (Independent Contractor).

The parties agree as follows:

1. Services. Independent Contractor shall provide videographer/producer services for the University as described in RFP _____.
2. Term; Location. The services described in section 1 shall be provided during the period (date of contractor award) through _____.
3. Compensation/Payment. For services, Independent Contractor shall be paid at the rate of \$(\$\$\$) in accordance with Contractor's standard/agreed-upon billing practices) to a contract maximum of \$ _____. Except as set forth in this section, such compensation shall be payable in arrears and upon invoice. Final payment will be withheld pending completion of the work. Invoices with the University identifying number of this contract may be submitted to _____, One Shields Avenue, Davis, CA 95616.
4. Expenses. Independent Contractor shall provide, at their own expense, all equipment, materials, and related services as are necessary to perform their obligations pursuant to this agreement.
5. Termination. This agreement may be terminated by either party upon five (5) days' notice to the other. If the services described in this agreement are not performed to the sole satisfaction of University, University may terminate this agreement immediately upon written notification to Independent Contractor. If this agreement is terminated at any time during the agreement period, Independent Contractor will be compensated for all completed services rendered up to and including their last day of service. University reserves the right to determine what shall be deemed completed services.
6. Independent Contractor Status. Both parties agree that in the performance of this agreement the Independent Contractor will not be an agent or employee of University, will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor shall they be entitled to any other University benefits.
7. Copyright. The parties agree that any copyrightable work(s) developed under this agreement constitute work(s) made for hire under the United States copyright laws and that all right, title and interest therein, including copyright, shall vest with the University. In the event that any such work does not qualify as a work made for hire under the United States Copyright laws, or for any other reason does not constitute a work made for hire, the independent contractor signing below, by this agreement, hereby assigns all right, title and interest, including copyright in the work(s) to the University, in perpetuity.

8. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

9. Insurance. Independent Contractor warrants that it shall maintain, during the term hereof, policies of insurance containing the coverages and minimum limits described in the following subsections. Such coverages shall provide for thirty (30) days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections a. and b. must name "The Regents of the University of California" as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. Independent Contractor shall provide University with a certificate of insurance evidencing the insurance requirements.

a. General Liability: Comprehensive or commercial form

- i.) each occurrence \$1,000,000
- ii.) products/completed operations aggregate \$2,000,000
- iii.) personal and advertising injury \$1,000,000
- iv.) general aggregate \$2,000,000

If the above insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement

b. Business Automobile Liability: For owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than, per occurrence: \$1,000,000

c. Workers' Compensation: As required by California law.

d. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

e. Other Insurance. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and Independent Contractor against other insurable hazards relating to performance.

10. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, at the following addresses:

UNIVERSITY

University of California
Business Contracts-Services
3215 Apiary Drive
Davis, CA 95616-8800

INDEPENDENT CONTRACTOR

Either party may change its address by written notice to the other during the term.

11. Federal Exclusion Warranty. Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<<http://exclusions.oig.hhs.gov/search.html>>) and the Federal Procurement and Non-procurement Programs (<<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>>). This agreement shall be subject to immediate termination in the event that Independent Contractor is excluded from participation in any federal healthcare or procurement program.

12. Applicable Law. This agreement shall be construed pursuant to California law.

13. Integration; Amendment. This agreement contains all the terms agreed upon by both parties and may not be amended except in writing and signed by both parties.

14. Taxpayer identification number: California Public Contract Code Section 10518 requires contractor (vendor) who enters into a contract with the University of California for \$10,000 or more shall list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract or PO. The number shall remain unchanged regardless of future name changes. Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977 you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Sections 6109, 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

15. Audit: This order shall be subject to the examination and audit by the State of California for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

16. Travel. CONTRACTOR shall receive reimbursement for reasonable travel expenses, billed in arrears and per UC Davis Policy and Procedure Manual section 300, (<http://manuals.ucdavis.edu/ppm/contents.htm#300>) provided that such travel is preauthorized by the UNIVERSITY. Reimbursement under this subsection shall be made only upon presentment of all verifying receipts. Any expense reimbursement for meals and light refreshments shall comply with UC Davis Policy and Procedure Manual section 330-80 - Entertainment with University-Controlled Funds. (<http://manuals.ucdavis.edu/ppm/330/330-80.htm>) UNIVERSITY reserves the right to determine the reasonableness of any expenses under this subsection.

