

California Polytechnic State University

REQUEST FOR PROPOSAL

Date: July 10, 2009

RFP No: GKM09-06

CAL POLY is soliciting proposals for **Phase II of Branding Consultant Services**. This Request For Proposal (RFP) package is available at the following Website:
<http://www.afd.calpoly.edu/purchasing/BidProposals.htm>

Proposals are subject to the attached Exhibits, listed in order of precedence:

- "A"** General Provisions
- "B"** Insurance Requirements
- "C"** Scope of Services
- "D"** Cost Proposal
- "E"** RFP Evaluation Criteria
- "F"** Certificate of Compliance
- Attachment 1:** Confidentiality and Non-Disclosure Agreement

Please complete Exhibits and return ***sealed and properly identified with the proposal number*** to:

**California Polytechnic State University
1 Grand Ave
Bldg 1, Room128
San Luis Obispo, CA 93407-0121**

Respondents claiming preference as a ***Certified Small Business*** or ***Disabled Veterans Business*** must attach a copy of their certification letter from the Office of Small Business Certification Resources (OSBCR) to their bid. (*Information at www.dgs.ca.gov/pd*)

This PFP, and subsequent amendments and/or updates will be available at <http://www.afd.calpoly.edu/purchasing/BidProposals.htm>. Contractors are responsible for monitoring this website for information regarding this RFP.

Sealed proposals are due at the above specified office before 2:00 pm Pacific Time (PT) on July 17, 2009.

Proposals received after the closing date and time will not be opened; they will be marked "LATE" and returned to the respective bidders. Proposals submitted by mail or any other means than personal delivery must be submitted sufficiently in advance of the proposal opening to ensure delivery to the above address prior to the specified opening time. Respondents are responsible for any delay in delivery of the bid by the United States Post Office, by any other means, or if it is delivered to a central mail distribution location on campus.

Any questions relating to this Request For Proposal should be directed to Greg Melnyk, Contract & Procurement Services at phone: 805-756-5457, fax: 805-756-6500 and/or email: gmelnky@calpoly.edu.

General Information & Submittal Instructions

A1.0 General Information

A1.1 Overview

California Polytechnic State University (Cal Poly), San Luis Obispo, is one of 23 Universities in the California State University (CSU) System. Cal Poly is a nationally ranked, four-year, comprehensive public university that emphasizes a “learn by doing” educational experience for over 18,000 students.

We encourage you to explore the Cal Poly website at: <http://www.calpoly.edu> for more information about the University and its organization.

A1.2 Scope

The **essence** of the Cal Poly requirement is:

California Polytechnic State University (Cal Poly or University) is seeking a contractor to enter into an operating agreement to complete a Phase II Scope of Work consisting of:

- developing a brand platform
- vetting the platform through a survey and focus groups of key internal and external stakeholders
- facilitating a one-day session on campus with Cal Poly leadership to create a brand platform
- making recommendations for Phase 3
- providing a report on brand platform development, feedback from the constituents, and recommendations by the end of December, 2009.

The successful contractor awarded, thru this RFP process, shall enter into an operating agreement with **a term of 6 months** with the possibility of additional phases being required.

Respondents to this RFP should familiarize themselves with the **CSU General Provisions** in **Exhibit A** and **Insurance Requirements** in **Exhibit B**. **The successful contractor must be in compliance with these Provisions and requirements as part of the contract finalization process.**

Submissions are required to respond to each of the RFP sections individually. Failure to comply substantively and comprehensively to the RFP may cause the submission to be deemed non-responsive.

All respondents whose RFP submissions are accepted may be required to answer further questions by the Cal Poly Evaluation Committee or asked to participate in an on campus interview during the evaluation of the RFP submissions.

Respondents are requested to submit a proposal which is directly responsive to the items, conditions, specifications, and all other documents referred to in this RFP.

Proposals and any other information submitted by respondents in response to this RFP shall become the property of the University.

The selected consultant agrees to enter into an agreement substantially in accordance with the terms, conditions and requirements stated herein. Cal Poly reserves the right to negotiate changes to the plan of service and/or fee schedule, as may be in its interest, prior to entering into a contract for the services herein.

A2.0 RFP Submittal Instructions

A2.1 RFP Submittal

Proposals may be delivered by hand or courier service to this specific location:

**California Polytechnic State University
Contract and Procurement Services, RFP # GKM09-06
1 Grand Avenue, Building 1, Room 128
San Luis Obispo
California 93407-0121**

Proposals must be **sealed** and the package must be externally marked with:
“RFP # GKM08-01”.

RFP submissions are **due before 2:00 pm, July 17, 2009**, at which time they will be reviewed by the RFP Evaluation Committee. Submissions received after the closing date and time will not be opened; they will be marked “LATE” and returned to the respective submitters. Submissions sent by mail or any means other than personal delivery must be sent sufficiently in advance of the RFP openings to ensure delivery to the above address prior to the specified opening date and time. Failure to meet the RFP opening dates and times will result in elimination of the Bidder from the RFP process.

Neither the University nor any agent thereof will be obligated in any way by any service provider response to this RFP. The selection of a service provider and the accompanying award of a contract through this RFP process will be based on the evaluation criteria established by the University and described in the **Evaluation Criteria, Exhibit E**. The selection is at the sole discretion of the University.

A2.2 RFP Format

Respondents are required to send 5 (five) copies of each RFP, stapled and hole punched or in another suitably bound format. **(3 ring binders are not required or desired)**. RFP sections submitted for consideration are to follow the format detailed below.

Each Consulting Firm that responds to the Request for Proposal is required to submit the information listed below:

1. Cover Letter/Executive Summary. Letter must be signed by an individual authorized to contractually bind the respondent. (1 page)
2. Firm information shall include (1-2 pages):
 - A. Legal name, address, telephone number, fax number and e-mail address of the principal office (national headquarters) and local offices. If services will be provided from additional locations, provide business names and addresses for these sites.
 - B. Type of organization (partnership, corporation, etc.).
 - C. Name, title, address, telephone number, fax number and e-mail address of the person to whom correspondence regarding the RFP response should be directed.
 - D. Length of time in business, brief biographical sketch of the firm, and the number of employees.
4. A description of project team proposed with emphasis on their experience with public and private educational institutions, arts organizations, and civic and nonprofit groups. Identify and provide resumes on the key personnel who will be assigned, including sub-consultants, if any. Individually list relevant experience for each of the key personnel (3-5 pages).
5. A description of projects recently completed by the firm with emphasis on public and private educational institutions, non-profit and arts organizations, and civic and public entities (1 page for each project).

6. A description of the proposed approach for the Scope of Services described in EXHIBIT C, including the following information (10-20 pages):
 - A. Overall approach to the project including project understanding and methodology. List specific tasks and any specific consideration or options. Identify particular challenges or opportunities associated with the project.
 - B. Scope of work should include information on the following:
 - Plans to work with internal staff resources
 - Plans to achieve greater effect through integration and coordination
 - Timeline, staffing, and implementation activities
 - Strategies for developing collateral materials
 - Media relations strategies
7. List of clients, including contact name and telephone number and a brief description of the project, for at least four recent clients in the higher educational environment, to be used as references (1 page for each client).
8. Cal Poly anticipates that additional consulting needs may arise during the term of this contract and extensions if exercised. Such requirements might include: development of a marketing plan for a discreet new project; general consultation with respect to future plans, options and budgets; developing themes and concept design; and project management for future projects.
Therefore, Cal Poly is also asking for recommendations for the next steps it needs to take to develop a fully integrated brand-development initiative. See **EXHIBIT C: Provision for Additional Services** (1 – 2 page overview for Phase III)

A2.3 Use of Subcontractors

If a Respondent's proposal is integrating or subcontracting with other Contractors, Respondent will:

- act as the single point of contact for all Cal Poly account administration, billing, and sales purposes for all the sub-contracted activities.
- provide sub-contractor profile and experience for each sub-contractor associated with the proposal. (A form for a sub-contractor profile will be made available upon request.)

A3.0 Schedule of Events

RFP release to prospective respondents	June 26, 2009
Timeframe for questions from respondents	June 29 to July 10, 2009
Proposal Submittal Closing time and date	before 2:00 pm PT, July 17,2009
Evaluation period	July 20 to July 31, 2009
Notice of Intent to Award	Aug 7, 2009
Contract finalized	Aug 14, 2009

After the time for receiving proposals has closed, Cal Poly will prepare a register of the names and addresses of all respondents to the RFP, which will be available for public inspection. There will be no public opening of the proposals and proposal contents will remain confidential until the evaluation and selection is complete.

A4.0 Respondent's Responsibility

This RFP and subsequent amendments and/or updates will be available at:
<http://www.afd.calpoly.edu/purchasing/BidProposals.htm>

Respondents are responsible for monitoring this website at least weekly for information regarding this RFP, amendments to this RFP and for responses to questions. It is the contractor's responsibility to include all amendments in their responses to this RFP.

A5.0 General Instructions

Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

Proposals and any other information submitted by respondents in response to this RFP shall become the property of the University. Notwithstanding any indication by Respondent of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act.

The University will not provide compensation to Respondents for any expenses incurred by the Respondents for proposal preparation or for any demonstration that may be made. Respondents submit proposals at their own risk and expense.

Proposals that are conditioned upon acceptance by the University of terms, conditions, or service level agreements that differ from or alter those contained or described herein may be considered non-responsive by the University, at its option.

Proposals should be prepared simply and economically, and provide a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and a demonstrated understanding of the University's needs.

The University makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or add or delete any item/requirements from this RFP or resulting contract when deemed to be in the University's best interest.

Any proposal that deviates from the format specified herein may, at the University's option, be rejected without further review.

Exceptions to any requirement in this proposal, including General and Supplemental Provisions, must be identified on **Exhibit F: Certificate of Compliance**.

Certificate of Compliance form, Exhibit F, must be signed by a person having the authority to commit the Contractor to the contract, and must be returned with this proposal.

The terms "Bidder", "Respondent", "Vendor" and "Contractor" are/may be used interchangeably throughout this document. In general Vendor or Contractor is intended to signify the Respondent/Bidder awarded a contract pursuant to this RFP. The intent of the terms shall be construed in accordance with the context of their use.

EXHIBIT A

CSU General Provisions

1. Commencement of Work

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

2. Invoices

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the CSU, time will be computed from date of delivery of the commodities as specified, or from date that correct invoices are received in the office specified by the CSU if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the CSU, date of delivery shall mean the date the supplies, equipment or services are accepted by the CSU following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the CSU warrant or check.

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number and Contractor's Identification number are to be included on the invoice. Final invoice shall be marked as such. The Contractor shall submit invoices to the CSU for payment of goods and services rendered. Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the acceptance of goods by the CSU; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.

The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While

Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

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

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regs., Section 8107).

16. Drug-Free Workplace Certification

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;

- (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

17. Severability

The Contractor and the CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract.

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, 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.

Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notifications.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and

remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

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

22. Patent, Copyright, and Trade Secret Indemnity

- a) Contractor will indemnify, defend, and save harmless the CSU, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the CSU with indemnity protection.
 - i) The CSU will notify Contractor of such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law the CSU has the option to participate in such action at its own expense.
- b) Contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing provided they comply with Contract bid and performance requirements and/or expectations. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the CSU shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of the CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impracticable, the CSU shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

23. Compliance with NLRB Orders

Contractor declares 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 Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor 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.

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. 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.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the CSU.

26. Citizenship and Public Benefits

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

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless the CSU using the vendor's products or services from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Contract.

28. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

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

30. Taxes, Fees, Expenses, and Extras

- (a) Articles sold to the CSU are exempt from certain Federal Excise Taxes. The CSU will furnish an exemption certificate on request.

- (b) Unless specified otherwise, prices quoted shall include all required taxes.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the CSU unless expressly included and itemized in the bid.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50.

Shipments that are California intrastate in nature and where freight is to be borne by the CSU shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.

On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the CSU in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the CSU shall at vendor's own expense assist the CSU in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

31. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

32. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, 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 Contractor agreed to supply shall be borne and paid for by the Contractor. 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.

33. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth

above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

34. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

35. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

36. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

37. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

38. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other

elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

39. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in subsection (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

40. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

41. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
 - (ii) That the State of California, the Trustees of the California State University, the CSU, the campus and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A:VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

42. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

EXHIBIT B

Insurance Instructions

The Contractor will maintain all necessary Insurance as required herein. The Contractor shall provide a Certificate of Insurance upon award of a Service Agreement with appropriate endorsements indicating that the required coverage is in effect on an annual basis, or for the duration of the Service Agreement. Contractor agrees to provide, or cause their insurance carrier to provide, at least 30 days written notice prior to cancellation or modification (10 days advance written notice for non payment) of such liability insurance. In the event the insurance coverage expires at any time or times during the term of the Service Agreement, Contractor agrees to provide at least 15 days prior to said expiration date, a new certificate of insurance evidences coverage as provided herein for not less than the remainder of the term of the Service Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the CSU, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this Service Agreement upon the occurrence of such event. Contractor agrees to waive their right of subrogation against the CSU for any claims.

Insurance to be placed with the California Admitted insurer with current A.M. Best's rating of no less than A:VII unless otherwise approved by the CSU.

If any Insurance required herein is written on a claims-made form, following the termination of this Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Agreement commencement date.

Commercial General Liability Coverage (as broad as ISO occurrence for CG0001) primary insurance coverage against claims for injuries to persons or damages to property and/or damages to property and/or contractual liability which may arise from or in connection with the performance of the work or operations hereunder by or on behalf of the Contractor, its agents, representatives or employees in an amount not less than \$1,000,000.00 (One million dollars) per occurrence; \$2,000,000.00 (Two million dollars) aggregate.

Endorsements shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", as **additional insured(s)**.

Endorsements shall state this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Business Auto Liability Coverage (as broad as ISO form number CA 0001, code 1 any auto) primary insurance against claims for injuries to persons or damages to property and/or contractual liability which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees covering owned, hired, leased and non-owned automobiles used by or on behalf of the Contractor, including

coverage for uninsured and underinsured motorists, in an amount not less than \$1,000,000.00 (One million dollars) per occurrence.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "CSU", **as additional insured(s)**.

Endorsement shall state that this insurance shall be primary as respects the CSU, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the CSU scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Contractors who are sole proprietors and are using automobiles for personal transportation only may submit proof of automobile insurance as required by California law.

Worker's Compensation and Employer's Liability Coverage:

The Contractor shall provide the following coverage:

Primary insurance coverage against claims with respect to obligations imposed on the Contractor and sub contractors by State worker's compensation statutes and damages that the contractor becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Worker's Compensation, \$1,000,000 for Employer's Liability.

Endorsement shall state that the insurer waives their right of subrogation against the CSU

Sole Proprietors Exclusion

Contractors who are sole proprietors or are otherwise excluded from state requirements for workers compensation coverage may:

Submit: proof of health insurance as broad as statutorily required by the State of California for employees and either submit proof of disability insurance as broad as statutorily required by the State of California for employees or execute a Release Agreement with the University regarding the contract activities to be performed.

Insurance forms are available upon request.

EXHIBIT C

Scope of Services

Phase I: Assessing Readiness (Completed Dec, 2008 – Respondents are not required to respond to this Phase)

Background

In the fall of 2008 Cal Poly embarked on a branding initiative to achieve four business objectives:

1. Increase brand awareness and shape attitudes among current and prospective donors and other influencers to create a state of readiness and support for the University's second comprehensive fundraising campaign
2. Sustain well-established University efforts in the recruitment of high-achieving undergraduates in the face of evolving demographics in California and nationally that are changing the size, qualifications, and character of the available applicant pool
3. Raise the prestige level of the Cal Poly brand among influencers, opinion leaders, donors, prospective students, and employers
4. In support of goals 1-3, ensure alignment and support among key internal constituencies for strategic planning, re-accreditation, master planning, and the fundraising campaign through an institution-wide brand marketing program.

Phase 1 Summary

A situational analysis was conducted June through December 2008 by Educational Marketing Group of Denver, Colo., who met individually and in small groups with University leaders, faculty, and staff members. They also participated in discussions at a meeting of the Branding Steering Committee, composed of alumni, donors, faculty, and other supporters.

They interviewed marketing executives and reviewed materials and marketing strategies from three comparator institutions: UC Davis, Iowa State University, and Virginia Tech. Additionally, they sent background questionnaires to key administrators and reviewed the resulting data from respondents.

They reviewed more than 200 sample publications and other materials, the University website, organizational charts, budgets, and data supplied by the University and assessed external data from numerous secondary sources.

During the course of their analysis, they identified five significant challenges and opportunities facing the University:

1. Economic environment
2. Demographic shifts
3. Philanthropic competition
4. Internal sense of identity
5. Internal organization and structure

Based on the analysis, they made six recommendations to address the challenges and opportunities described above, to position Cal Poly to achieve its strategic objectives, and to create a unique and compelling leadership market position for the institution:

1. Establish a brand platform and visual identity
2. Establish a brand management operating model
3. Develop a University-wide integrated marketing plan
4. Establish a Web-centric strategy
5. Support college identities within a single branding framework
6. Deploy resources more efficiently and increase funding incrementally

Recommendations For Establishing a Brand Platform

Concurrent with strategic planning, Cal Poly should define the leadership position it seeks to hold among the nation's polytechnic universities, with a sharp focus on its undergraduate emphasis and the 21st century definition of *learn by doing*.

The University's brand position must be compelling, engaging, believable, and differentiating. It should exhibit four essential qualities:

1. It should reflect an approach to education that is intrinsically important to audiences
2. Cal Poly should be equipped uniquely to deliver it
3. It should differentiate Cal Poly in the marketplace
4. It should be timeless in nature to remain relevant over many years

The University's market position should not be based on the strength of one college or set of programs, but should be evident and resonant throughout the institution. This leadership position should be articulated through a consensus-based brand platform.

Enduring brands are built and sustained from the inside out and must be built around deeply ingrained core values. The University can build on its ongoing strategic planning efforts and on the brand equity in the *learn by doing* promise by establishing a strong, internally supported brand platform that differentiates Cal Poly based on compelling advantages, its campus experience, and superior quality attributes.

The brand platform should shape not only the organization's messaging but should guide and focus the way it delivers its fundamental mission. The President and the senior leadership team, using broad stakeholder input and research, should create the brand platform.

The platform should include a positioning statement that describes the leadership position that Cal Poly aspires to occupy in the public perception and the important outcomes it delivers. The platform should also include a singular brand promise describing the central value proposition that the University offers its primary constituencies, and it should outline distinctive quality drivers or attributes that enable Cal Poly to deliver its brand promise in a superior, unique, or exceptional way.

The platform should be envisioned as the strategic long-term foundation for building and sustaining Cal Poly's reputation. It should endure for many years, evolving very slowly if at all, only as the fundamental mission and nature of the University evolves. Over time, the positioning elements of the platform should become guiding concepts supporting strategic planning and the pillars of internal and external communications.

Respondents are asked to submit a proposal on Phase II only.

Phase II : Aug 17 – Dec 31, 2009

This phase will consist of:

Beginning in August 2009 and over a period of approximately three to four- months:

#1: Develop a project work plan that includes an outline and timeline of the full project and all required activities.

#2: Develop an online survey for a range of internal and external stakeholders to identify Cal Poly's distinctive attributes. Conduct survey, compile data, and analyze it. Provide data summary and analysis in a written report that includes major findings and recommendations, in addition to a PowerPoint version.

#3: Based on survey response, create attribute statements reflecting the value Cal Poly offers its stakeholders. Conduct focus groups on the attribute statements to determine which ones best motivate stakeholders. These groups may be a combination of online face-to-face sessions, or a combination of both. Face-to-face sessions can be conducted at Cal Poly, using campus facilities.

#4: Facilitate a one-day session on campus with Cal Poly leadership to create a brand platform that serves as the foundation for the brand identity: includes positioning statement, brand promise, and brand drivers.

#5: Develop recommendations for the next phase of the branding initiative.

#6: Refine the brand platform and deliver it with the recommendations for the next phase in a written report and a PowerPoint presentation.

Cal Poly is also asking for recommendations for the next step (Phase III), needed to develop a fully integrated brand-development initiative.

Provision for Additional Services

Cal Poly anticipates that additional consulting needs may arise during the term of this contract and extensions exercised. Such requirements might include: development of a marketing plan; general consultation with respect to future plans, options and budgets; developing themes and concept design; and project management for future projects

The selected consultant will agree to provide such additional services, should the University exercise an extension, at substantially the same rate structure for professional/ancillary services and expenses as proposed for the project herein.

University will, should it exercise an extension, develop a scope of work for additional services as needs develop and consultant will provide a proposal estimating the hours and fees to complete the specified task. The parties may continue to negotiate cost and scope; upon reaching agreement the University will authorize consultant to proceed with the additional services.

This will not be a “retainer” relationship. No funds will be committed by the University except for specifically authorized additional services, and the University is not obligated to the sole use of the selected firm for marketing and communications consultation.

Phase III Jan – June, 2010 (**Respondents are not required to respond to this Phase**)

It is anticipated that development of the creative and visual brand expression of the Cal Poly brand will be completed and vetted during this phase. This timeline allows for implementation of the new brand expression before the beginning of the quiet phase of the capital campaign.

Quotations for Phase III may, at the University’s discretion, be requested at a later date.

EXHIBIT D

Cost Proposal

Cal Poly is limited to a Phase II budget of **\$40,000.00.**

Cost Proposals committing the greatest number of consulting hours at the lowest hourly rate will be awarded the most points.

Proposed fees to complete the project should include:

- Hourly rates for each person assigned to this project; including sub-contractors
- Expenses to be included
- Provide hourly rate for services outside the above described scope of services
- Provide an estimated hours for each person to accomplish this project
- Provide a total project estimate for each project separately
- Provide a general rate sheet for professional (e.g. Principal, Sr. level, Jr. level) and support (e.g. administrative and clerical) staff-- Provide information about how your agency might keep costs to a minimum for a client (1-2 pages)
- List any factors that might drive the costs upwards or downwards

A simple form as shown below should be used to detail the costs:

<u>Branding Consultant Cost Proposal</u>			
Consultant name: _____			
Total Phase 1 Proposed Cost: _____			
<u>General Consulting Rate Details:</u>			
<u>Function</u>	<u>Hourly Rate</u>		
Principal			
Sr. level			
Jr. level			
Admin/clerical			
Other			
<u>Project specific cost details:</u>			
<u>Project elements</u>	<u>Hours committed</u>	<u>Hourly rate</u>	<u>Total cost</u>
(Description)			
(Description)			
(Description)			
(Description)			
(Description)			
(Description)			
(Description)			
(Description)			
Total hours		Total cost	

EXHIBIT E

RFP Evaluation Criteria

Responsive RFP submissions will be reviewed by an evaluation committee using the points scheme shown below.

Proposals will be evaluated on the criteria deemed to be in the University's best interests, and will be awarded points as follows:

1. Compliance with RFP submittal requirements (Pass/Fail)
2. Professional experience of project director (150 points)
 - Education and professional credentials
 - Length of time in business
 - History of successful projects similar in scope, magnitude and complexity
 - Work with other higher education clients
 - Work with surveying, focus groups and analysis
3. Experience of key personnel assigned to the project (175 points)
(If no other personnel to be involved, the weight of criterion #2 increases to 325 points)
 - Education and professional credentials
 - History of successful projects similar in scope, magnitude and complexity
 - Work with other higher education clients
4. Quality of proposal (300 points)
 - Demonstrates clear vision and understanding of the scope
 - Clarity and articulation of the proposed strategies
 - Creativity and freshness of proposed strategies
 - Demonstrated ability to work with diverse range of campus personnel
 - Demonstrated commitment of resources sufficient to complete the project within budget and on time.
5. Quality of recommendation by references contacted. (225 points)
6. Cost Proposal. (150 points)
 - Cost proposals which provide the greatest number of consulting hours at the lowest hourly rate will be awarded the most points.

The award will be made based on an evaluation of each of the 5 sections plus the cost proposal section, as submitted by Respondents and deemed responsive by the University. Points will be awarded to each section (see each respective section for their evaluation process), and the points totaled. The Respondent with the highest points total will be considered the awarded contractor. The selection will be at the sole discretion of the University and the decision will be final.

EXHIBIT F

Certificate of Compliance

The Contractor must indicate below if their proposal is in compliance with all exhibits of the RFP.

YES _____ NO _____

If Contractor has indicated the proposal does not comply in all respects, please list and explain all deviations below:

Failure to comply may cause the proposal to be deemed non-responsive.

AUTHORIZED SIGNATURE: _____

AUTHORIZED NAME (Print): _____

CONTRACTOR: _____

DATE: _____

Attachment 1

Confidentiality and Non-Disclosure Agreement

This Agreement is made and entered into this 8th day of April, 2008, by and between the California Polytechnic State University, having its principal place of business at 1 Grand Avenue, San Luis Obispo, CA (hereinafter "University") and _____, having its principal place of business at _____ (hereinafter "Consultant").

RECITALS

WHEREAS, the Consultant intends to enter into discussions and/or to perform services and functions for the purposes of doing business with the University relating to **Branding Consultant Services** (hereinafter the "Transaction"); and

WHEREAS, the University may disclose to the Consultant certain business and technical information (whether oral, in writing, in machine readable or other tangible form) concerning the Universities interests and activities which the University deems proprietary, including but not limited to, financial information, trade secrets, know-how, product formulae, processing procedures and equipment, standards and specifications, product samples, product development plans, proposed products and services, business plans, customer lists, prices, market and sales information and plans, **surveys** and any non-public information which concerns the business and operations of the University (hereinafter "Confidential Information"); and

NOW, THEREFORE, in order for the University to disclose such Confidential Information to the Consultant, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant agrees as follows:

1. Confidentiality of Information

Consultant agrees to receive the Confidential Information in absolute confidence and agrees that it will not distribute, disclose or disseminate any Confidential Information of the University in any way to anyone, except only to its employees and contractors who need to know the Confidential Information and to its financial, legal or other advisors who are advising such party regarding the Transaction, or as required by law. Consultant agrees that its disclosure of Confidential Information to its employees, contractors and/or advisors who have such a need to know shall be limited to only so much of such Confidential Information as is necessary for an employee, contractor and/or advisor to

perform his/her function. In consenting to the disclosure of Confidential Information to any third party, the disclosing party may require such third party to sign a confidentiality agreement similar to this Agreement. Each party also agrees that, until the parties agree to publicize the Transaction, it will keep confidential the Transaction and the discussions of the parties relating thereto.

2. Permitted Uses

The Consultant agrees that it will only use the University's Confidential Information for the purpose of analyzing, negotiating, and/or providing services or functions concerning the Transaction.

3. Standards of Care

Each party agrees that it will treat the Confidential Information of the other party in the same manner it treats its own Confidential Information that it does not wish to disclose to the public, but in all events each party agrees to use at least a reasonable degree of care to protect the Confidential Information of the other party.

4. Inapplicability of Restrictions

There shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:

- (a) is known to the receiving party or any affiliated company of the receiving party at the time of its disclosure to the receiving party;
- (b) is or becomes publicly known through no wrongful act of the receiving party or of any affiliated company of the receiving party;
- (c) is received from a third party without breach of the restrictions contained in this Agreement;
- (d) is independently developed by the receiving party or any affiliated company of the receiving party;
- (e) is furnished to any third party by the disclosing party without a similar restriction on the receiving party's rights;
- (f) is approved for release by the disclosing party; or
- (g) is required by the Public Records Act or otherwise by law, court order or a governmental agency to be disclosed.

5. Ownership

All Confidential Information delivered by the University to the Consultant pursuant to this Agreement shall be and remain the property of the University. All such Confidential Information, and any copies thereof, shall be promptly returned to the University upon written request, or, at the University's option and instruction, destroyed. Additionally, upon written request by the University, the Consultant shall certify in writing to the University that, to the best of Consultant's knowledge, all originals and copies of any

Confidential Information that were used or possessed by the Consultant have been returned to a designated officer of the University.

6. Term

The restrictions and obligations contained herein shall continue for a period of 6 months (April 8, 2008 thru Oct 7, 2008) .

7. Enforcement

The Consultant agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the University shall be entitled to seek injunctive relief or remedy to prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

8. Miscellaneous

- (a) This Agreement shall be binding upon the Consultant, their successors, and assigns. Neither party shall assign this Agreement or any Confidential Information received from the other party pursuant to this Agreement without the other party's prior written consent.
- (b) Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Consultant.
- (c) This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of California.
- (d) The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.
- (e) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the parties.

[INSERT COMPANY NAME:]

BY: _____

(Print Name)

Title: _____

Date: _____

California Polytechnic State University:

BY: _____

Gregory K. Melnyk
(Print Name)

Title: Procurement Manager

Date: _____