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University of California, Davis
Materiel Management
Business Contracts-Agreements

REQUEST FOR PROPOSAL (RFP)
Comprehensive Market Research and Brand Positioning
RFP No. UCD1003423KG

RELEASE DATE: February 12, 2010

RFP CLOSES: March 18, 2010

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

RETURN RFP RESPONSE TO:

University of California, Davis
Business Contracts/Services
202 Cousteau Place #205
Davis, CA 95618-7761
Attn. RFP #UCD1002789KG

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SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM

Comprehensive Market Research and Brand Positioning
RFP: UCD1003423KG

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	FED TAX ID #
BUSINESS ADDRESS	STREET	CITY/STATE/ZIP
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

TABLE OF CONTENTS

SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM	2
I. INTRODUCTION	3
II. PURPOSE	5
III. SCOPE OF WORK	7
IV. RFP SCHEDULE AND DEADLINES	10
V. ISSUING OFFICE AND COMMUNICATIONS REGARDING THE RFP	10
VI. RFP ADDENDUM	10
VII. REQUIRED SUBMITTALS	11
VIII. INSTRUCTIONS FOR SUBMITTING BIDS	11
IX. PROPOSER PRESENTATIONS	11
X. PROPOSAL EVALUATION AND CONTRACT AWARD	11
XI. BID PREPARATION COSTS	12
XII. AUDIT REQUIREMENTS	12
XIII. MARKETING REFERENCES	12
XIV. INSURANCE REQUIREMENTS	12
XV. UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS	12
XVI. ERRORS AND OMISSIONS	13
Attachment #1, RFP Bid Format	14
Attachment #2, Independent Consultant Agreement	16

I. INTRODUCTION

Opened to instruction in 1908, the University of California (UC) “Farm School” was interdisciplinary from its start, with faculty across multiple areas of study addressing agricultural and livestock issues of concern to California, the nation and the world. In 1959, UC Davis (UC Davis or University) was authorized as a general campus of the University of California, and has since built upon its pragmatic, interdisciplinary heritage to be a leader in academic fields from art to medicine, while maintaining its status as the country’s preeminent agricultural campus. Today, one in every 276 Californians is a UC Davis graduate.

In 2008-09, UC Davis celebrated its centennial. It is currently celebrating its “Sustainable 2nd Century,” which focuses on how UC Davis is helping California and the world address their most pressing issues, while also strengthening the university’s own position for its next 100 years. UC Davis is a global leader in research into the best uses of land, water, air and other natural resources, as well as breakthroughs in energy, transportation, agricultural practices and production, global nutrition and health. The UC Davis campus serves as a living laboratory to discover and demonstrate best practices for greater sustainability in new construction, long-term stewardship of water and energy, and healthy spaces for teaching, research, work and living. The university is proud to be pursuing sustainability goals in partnership with environmental groups, donors, industry groups and corporations, community groups, government agencies, taxpayers and other individuals and groups.

Currently one of 10 campuses in the UC system, UC Davis is located in the heart of the Central Valley, close to the state capital and San Francisco Bay Area. UC Davis lays claim to being adjacent to one of the nation’s few remaining college towns, existing in a special environment

that fosters intellectual development and community engagement. UC Davis also has a unique institutional relationship with locations such as the California wine country, where many UC Davis alumni are employed, and Lake Tahoe, where UC Davis is the primary source of information on the health of the lake and its surrounding basin.

While other campuses reached capacity, UC Davis has had a history of growth to accommodate the needs of California. It educates more than 32,000 students annually on the main campus and the UC Davis Medical Center in Sacramento. It offers more than 100 academic majors and 87 graduate programs. It is the only UC campus with schools of Law, Medicine, Education, Management, Nursing and Veterinary Medicine in addition to colleges in Agricultural and Environmental Sciences, Biological Sciences, Engineering and Letters and Science. More than half of undergraduate students participate in research, and the average freshman grade point average for admittance is 3.94. The majority of alumni who pursue a graduate education attend their first or second choice institution.

The intersections of interdisciplinary collaboration are UC Davis' academic centers and graduate groups, which bring together faculty, researchers and graduate and undergraduate students to discover new knowledge, solve problems and stimulate new ways of thinking.

The campus is set apart from other universities in its size and operations, which are much like a municipality. The largest UC campus, with more than 5,200 acres, it manages its own fire and police departments, utilities, airport and landfill, in addition to its health system, natural reserves and other facilities located off the main campus. The organization employs approximately 18,500 faculty and staff, including approximately 10,000 through the health system. The students are very engaged in operating the main campus, learning real-world leadership skills through the Associated Students of UC Davis, which manages businesses and food services, the bus system shared by the city and university, and other enterprises. In 2007, UC Davis became an NCAA Division I campus and unveiled the new "Aggie Stadium," home to its football and women's lacrosse teams.

The campus receives more than \$600 million a year in research funds. It ranks first in the UC system and fifth in the nation in non-federal research expenditures, reflecting the real-world applicability of its research. It ranks 16th in the nation in total research expenditures, ahead of UC Berkeley, Harvard and Yale. Some examples of the UC Davis research enterprise include:

- Leadership in sustainability research and technology development, with strengths in energy, agriculture, water, air and other areas. The campus, which has an institution-wide sustainability plan and is building a major new "net-zero" living community, serves as a model for communities looking for real-world leadership in becoming more sustainable.
- Shaping the debate surrounding critical human health issues, such as avian flu and West Nile virus with experts in human health, veterinary medicine and agriculture
- Emerging as a leader in stem cell research, as one of only two centers in the country funded by the National Institutes of Health to translate human stem cell research into therapies
- Fueling the growth of the \$45 billion-a-year California wine industry, honored by an Assembly Resolution of the California Legislature for our worldwide leadership and innovation in enology and viticulture.

The UC Davis Medical Center ranks among the top 50 hospitals in America, according to annual surveys by *U.S. News & World Report*. The UC Davis Health System covers 33 counties, 65,000 square miles and six million residents. It includes the 577-bed acute-care teaching hospital in Sacramento, one of the nation's leading medical schools, the Betty Irene Moore School of Nursing and a multispecialty physician group. It operates the region's only Level 1 trauma center, NCI-designated cancer center, comprehensive children's hospital, transplant services, vascular

center and institute for neurodevelopmental disorders, as well as a world-renowned telemedicine network.

UC Davis' Veterinary Medical Teaching Hospital cares for more than 32,000 small and large animals each year. Faculty care for patients in surgery, oncology, nutrition, behavior, dentistry, food animal medicine and many other specialized veterinary services while teaching veterinary students essential clinical skills and training veterinary specialists. The UC Davis School of Veterinary Medicine provides statewide teaching, research and service programs benefiting animal health, public health and environmental health. The only veterinary school in the University of California system, the school is ranked among the top three veterinary schools in the nation by *U.S. News & World Report*.

UC Davis receives more than \$100 million a year in philanthropic support from approximately 45,000 donors. Philanthropic support provides critical funding to help UC Davis fulfill its mission and to help it remain affordable to students. Recent philanthropic funding has provided valuable scholarship and fellowship support to students, is furthering basic nutrition research that may help save numerous lives in developing countries, is helping advance teaching and research in energy efficiency, and has established foundational funding for a planned art museum and teaching facility, among many other examples.

Corporations, industry groups and start-ups and other businesses have long collaborated with UC Davis through employment of alumni, consultation, technology transfer, contracts, philanthropic giving and other means.

The UC Davis Plug-in Hybrid Center is an example of the university's interdisciplinary, collaborative approach with public agencies, corporations, associations and other groups. Established in 2007 with \$3 million in funding from the California Energy Commission's Public Interest Energy Research (PIER) program, the center serves as a magnet for innovative research on consumer response, environmental impacts, and vehicle technology. Its goals are to provide technology and policy guidance to the state, and to help solve research questions and address commercialization issues for plug-in hybrid electric vehicles. Partners include Pacific Gas & Electric Co.; the American Automobile Association of Northern California; California utilities (including Sacramento Municipal Utility District, Southern California Edison, and San Diego Gas and Electric); California government agencies (including the South Coast Air Quality Management District and the California Air Resources Board); Automakers (including Nissan, Daimler and Ford); Electric Power Research Institute; and the U.S. Department of Energy.

II. PURPOSE

UC Davis has established itself as one of the nation's premier public research universities, but it is not always as well known as its peers. In order to enhance its global reputation as one of the very top public research universities in the nation and fully reach its potential for attracting faculty, students, research and philanthropic funds, corporate partnerships and community goodwill, it must also identify and leverage the strengths that differentiate it from its peers, including the other UC campuses, particularly its leadership in sustainability. Articulating a distinct UC Davis brand will help the university attain many of its most important goals and increase the effectiveness of its strategic efforts, especially as it launches the public phase of its first comprehensive fundraising campaign.

The launch of the public phase of the comprehensive fundraising campaign, scheduled for fall 2010, provides a strategic moment for rebranding and attracting increased philanthropic support, as well as generating interest in other forms of support for and partnership with UC Davis.

Proposers should assume that the rebranding will coincide with that launch. The months preceding the public launch also offer a “lead-up” opportunity to enhance the UC Davis brand perception and foster interest in the UC Davis campus, particularly through sustainability.

This project may comprise two phases. Upon the conclusion of the first phase, the University reserves the option to proceed to the second phase, under which the contracting firm may – under the supervision of University Communications – oversee implementation of certain aspects of Phase I recommendations. A single consulting firm will be selected to provide both phases, should the University decide to proceed with the second phase.

In the first phase, the UC Davis will involve the contracting firm to accomplish four objectives:

1. Provide a launch plan for an immediate effort to spread the word that UC Davis is *the* place for teaching, studying, researching and implementing the sustainable principles key to our 21st century economy and lifestyle.
2. Identify brand strengths that provide strategic marketing advantages, including sustainability leadership, and provide recommendations on how to use these advantages to enhance the UC Davis brand and help the university reach key goals. These key goals include increasing philanthropic support, including student support, securing industry partnerships, attracting world-class faculty and graduate students, increasing research support, and other goals already known or revealed through the branding research process.
3. Establish a distinct brand message that will generate excitement at the launch of the public phase of the comprehensive fundraising campaign and reposition UC Davis in the public mind—including in the minds of key audiences—as one of the very top public research universities in the nation. The brand message will also differentiate UC Davis from the other UC campuses and reinvigorate key audiences familiar with UC Davis, such as its alumni and members of the greater communities.
4. Provide guidance on how the colleges, schools, units and the UC Davis Health System can more effectively leverage the UC Davis brand to reach their respective goals, while also strengthening the overall perceptions of the instructional brand.

The above objectives will be reached through a review of existing research and by conducting new quantitative and qualitative research that recognizes the new direction of the university as well as the changed landscaped of public perception. The consultant will work closely with academic leaders and the university's marketing director to produce final recommendations and a plan with milestones and outcomes that align with the university's goals and expectations.

Measurable Outcomes:

Through the branding process, UC Davis intends to enhance its reputation, raise its visibility, and increase engagement among key constituencies, all in measurable ways.

To achieve these goals, we will pursue the following results:

1. Clear articulation of the university's unique position and brand identity in the academic marketplace among key constituencies, all based on qualitative and quantitative research. These constituencies include:
 - Alumni

- Donors and prospective donors
 - Current and prospective undergraduate and graduate students and their parents
 - Faculty and staff
 - Business and opinion leaders
 - Media, legislators and the general public
 - Patients (Health System and Veterinary)
 - State and Federal policy makers and politicians
 - Global university and academic leaders” (e.g., leaders of leading intellectual communities such as National Academics in the U.S., Royal Society in the U.K., etc.)
 - Federal and State research funding agencies
2. Development of a well-defined brand position that reflects the university’s mission and distinctive character and that differentiates the university from its peers
 3. Strengthened loyalty to UC Davis and increased motivation for desired actions among key constituencies, such as:
 - Giving by alumni, parents and friends
 - Positive responses from the academic community in national reputational surveys
 - Applications from exceptionally qualified students
 - Participation by alumni and friends in University activities and events
 - Successful recruitment and retention of talented faculty, graduate students and staff
 4. Increased general awareness of UC Davis, its areas of excellence and its vast contributions to the betterment of our world
 5. Further development of a body of market research to serve the institution as it reacts to a dynamic and shifting educational environment, including an evaluation of any UC Davis strengths, weaknesses, opportunities or threats, such as the rise of new technologies that may affect educational delivery, price sensitiveness due to altered student fees, shifts in student expectations, or other factors.

III. SCOPE OF WORK

Phase IA: Research and Discovery

1. *Description:* In 2007-08, UC Davis commissioned a comprehensive evaluation and assessment of perception and recognition for the institution. Since then, the competitive landscape has shifted, UC Davis has completed a centennial celebration, its leadership has changed, and other events have occurred that have affected perceptions of the university and the university’s opportunities and priorities.

The research and discovery phase should provide an *updated* evaluation and assessment of current perception and recognition for the institution through research with key target audiences, such as alumni, donors, current students and their families, prospective students and their families, faculty and staff, business and opinion leaders, the media and general public of the state of California. This information will be combined with the existing research to form a body of background research from which an effective and comprehensive approach to brand development can occur.

In addition, this information will serve as a foundation for the development of the theme and

key messages for the public phase of the comprehensive fundraising campaign.

Components of a bidder's proposed research and discovery schema should include, but are not limited to, the following:

- On-campus kick-off meeting(s) with key internal constituents
- Review of existing research and communications
- Competitor and landscape analysis
- Qualitative research, such as interviews with key internal or external constituents or in-person focus groups
- Quantitative research to provide data for the brand position and a benchmark for future assessment

2. *Deliverables:* After research is completed, the successful bidder should provide the following deliverables:

- Comprehensive summary of the research findings, including an analysis of the data collected in each component of the research process and the implications of the findings for the institution's brand position
- Strategic assessment and recommendations for brand opportunity areas and high-level key messages to be further explored and tested with great precision in Phase II
- On-campus presentations to internal constituents outlining research findings and recommendations for messaging and branding

Phase IB: Brand Positioning and Strategy

1. *Description:* The brand positioning and strategy phase should build on the research findings and recommendations completed in the research and discovery phase.

Components of a bidder's proposed brand positioning and strategy schema should include, but are not limited to, the following:

- A brand strategy for the university composed of a brand definition, positioning statement, brand promise and articulation of distinct brand personality and attributes
- A complete messaging platform identifying specific positioning statements, messages and functional/emotional benefits for each key audience
- Basic brand incorporation strategies for the professional schools, health system and other entities with specialized messaging needs
- This new strategy and platform will replace the current "Discover What Matters" brand strategy and platform.
- Testing and validation of the brand strategy and key messages
- if needed, refinement of the university's current visual identity standards in accordance with the brand strategy and a recommendation for a corresponding brand architecture that meets the needs of the broader institution, as well as its colleges, schools and units. Recommendations for visual identity changes must be made with consideration to the financial costs and organizational challenges inherent to a decentralized institution.
- Development of a strategy to effectively and appropriately unite the voices of the various colleges, schools and units under one university brand while recognizing the decentralization of the organization and the promise and challenges inherent in that structure.

2. *Deliverables:* After the work of Phase II is completed, the successful bidder should provide the following deliverables:

- A document outlining the tested and recommended brand strategy and messaging platform
- A university identity line and/or comprehensive fundraising campaign theme
- A comprehensive fundraising campaign logo and logo usage guidelines
- An updated visual identity guide, including brand architecture specifications, for use by University Communications as well as communications professionals within the colleges, schools and units
- On-campus presentations to internal constituents outlining recommendations for brand positioning and strategy

Phase II

1. *Description:* Should UC Davis opt to proceed, the contracting firm may – under the supervision of University Communications – oversee implementation of certain aspects of the recommendations. Such actions may include creating and executing a marketing and advertising campaign; producing comprehensive fundraising campaign collateral, including Web sites; and designing and implementing specific public relations plans. This implementation may be carried out with or without the assistance of a subcontractor, depending on the resources and expertise of the primary contractor. The bidding for this section is for the work managing the implementation; it does not include any costs associated with materials production, advertising or other means of implementation. The bidding firm should clearly state whether it would use subcontractors and, if so, under what circumstances.

2. *Deliverables:* Components of a bidder's proposed marketing and branding implementation schema should include, but are not limited to, the following:

- A marketing and branding implementation plan that will help the university meet specific objectives and influence the perceptions of key audiences. The plan should include:
 - Specific recommendations for reaching and influencing specific audiences through advertising, public relations, social media initiatives or other means
 - Descriptions of how the contracting firm would implement those recommendations (in-house/sub-contractor, etc.)
 - Metrics for measuring outcomes of such initiatives
 - Estimates of costs associated with the recommendations, based on current media development and placement costs
- Cost estimates for producing comprehensive fundraising campaign public phase collateral, including campaign case statements, banners, and other materials as mutually decided upon by the firm and university leaders
- A public relations or marketing plan to be implemented as soon as possible to assist the university in strategically publicizing its leadership in sustainability. The plan should include:
 - Specific recommendations for reaching and influencing specific audiences through advertising, public relations, social media initiatives or other means
 - Descriptions of how the contracting firm would implement those recommendations (in-house/sub-contractor, etc.)
 - Metrics for measuring outcomes of such initiatives

- Estimates of costs associated with the recommendations, based on current media development and placement costs
- Estimates for other deliverables as determined through the Phase I process.

IV. RFP SCHEDULE AND DEADLINES

- A. RFP Release Date: February 12, 2010
- B. Question and Answer Period Deadline: February 26, 2010, 12:00 PM PDT
- C. Question and Answer Addendum Posted: Week of March 1, 2010
- D. RFP Response Deadline: March 18, 2010 4:00 PDT
- E. Oral Presentations: To Be Determined

V. 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://ucdmm.ucdavis.edu/ucdbids/UCDQuote.cfm>. The identity of the submitter of any particular question will not be disclosed.
- B. Direct all questions to:

Kelly Gilmore
Business Contracts Analyst
Davis, CA 95616
(530) 754-1374
Fax: (530) 757-8720
E-mail: kngilmore@ucdavis.edu

VI. 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.

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VII. REQUIRED SUBMITTALS

- A. Proposers must submit their proposals in the format set forth in Attachment 1. One signed original hard copy proposal 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).

VIII. INSTRUCTIONS FOR SUBMITTING BIDS

The proposals, containing the items described in section VI above, must be received on or before March 18, 2010 by 4:00 PM PST, 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.

IX. PROPOSER PRESENTATIONS

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

X. PROPOSAL EVALUATION AND CONTRACT AWARD

- A. 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.
- B. 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.
- C. 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.
- D. 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;
 - Extent of experience in providing advice and counsel to higher education institutions on issues specifically related to market research and brand positioning;
 - Cost of consulting services;
 - Quality and experience of proposed consulting team and demonstrated understanding of the requirements and expectations of research funding agencies; and
 - Completeness of proposal and inclusion of all requested information.
- E. 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 bid at University's sole discretion.

University's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the bidder 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.

F. 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.

G. 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.

XI. 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.

XII. 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.

XIII. MARKETING REFERENCES

The successful proposer shall be prohibited from making any reference to University, in any literature, promotional material, brochures, or sales presentations.

XIV. 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.

XV. UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS

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

XVI. 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.

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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 should briefly summarize relevant experience and expertise as it relates to comprehensive market research and brand positioning services.

B. Company Profile

Proposers should provide relevant information about their organization, 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 strategic research management consulting in higher education. Please include the company's mission statement or corporate vision/values statement.

C. Assumptions

Please state 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, any assumptions related to the timing of implementation, 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

Please describe your 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 major milestones and tasks as well as timing and the expected involvement of the consultant and University team members.

E. Proposed Team

Please provide an overview (sufficiently detailed to be evaluated), resumes and introduction of the proposed team member(s), including their experience with similar projects in higher education organizations. University reserves the right to make any changes to the contract should the consultant 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 considered a critical element of the project.

F. Professional Fees

Please provide a budget and overall cost for the project. 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.

G. References

Please provide the names and contact information of three references from other higher education institutions with whom you have worked on a similar project and who are willing to provide a reference for your company.

H. Additional Information

Please 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."

I. 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: _____

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UNIVERSITY OF CALIFORNIA
INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT to furnish certain consultant services is made by and between The Regents of the University of California, a public corporation, ("University") on behalf of its University of California Davis _____, and ~ ("Consultant").

I. NATURE AND PLACE(S) OF SERVICE

- A. In accordance with Consultant's proposal to the University dated _____, which is incorporated herein by this reference, and made a part hereof, Consultant shall furnish to University the following services:
- B. Consultant shall provide reports as described below:
- C. Place(s) of performance of such services shall be:
- D. University shall provide working space, equipment, furniture, utilities, and services as follows:
- E. If applicable, the services of Consultant shall assist University in the performance of Contract or Grant No. ~ dated ~ with ~. Consultant acknowledges having read contract or grant (copies of which are attached) and agrees to comply with all restrictions and conditions which relate to the performance of this Agreement.
- F. If the Consultant is an entity other than an individual, the University requires that be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.
- G. Consultant shall produce or provide specified material or perform consulting services on the following time schedule:

II. TERM OF AGREEMENT

- A. The term of this Agreement shall be from through .
- B. Either Consultant or University may terminate this Agreement at any time by giving the other party 30 days' prior written notice.
- C. If one party gives the other 5 days' written notice of a breach of the Agreement and the breaching party fails to cure or commence cure within the 5-day period, this Agreement may be terminated by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT FOR EXPENSES

- A. University shall pay Consultant for services performed on the following basis:

- | | | |
|---|---|----|
| 1. | Fee of \$_____per hour, for a total not to exceed | \$ |
| 2. | Per diem at \$~ per day for days* | \$ |
| 3. | Travel expenses (specify)* | \$ |
| 4. | Other expenses (specify) | \$ |
| MAXIMUM TO BE PAID UNDER THIS AGREEMENT | | \$ |

* Reimbursement for travel and per diem shall be in accordance with established University rates and policies, which can be located at <http://www.ucop.edu/ucophome/policies/bfb/g28.html>.

- B. Payments shall be made upon Consultant's submission of invoices indicating the Agreement Number and setting forth charges in accordance with rates detailed in paragraph III-A. Each invoice shall include Consultant's taxpayer identification number (Social Security or employer identification number). Schedule of payments shall be ~

No payment will be made in advance of work performed, except as otherwise specified in this agreement. Final payment will be withheld pending completion of the work.

IV. NOTIFICATION

- A. In performing consulting services under this Agreement, Consultant shall be accountable to ~.
- B. Notices concerning this Agreement shall be addressed as follows:

TO UNIVERSITY:
Business Contracts
University of California Davis
202 Cousteau Place, Suite 205
Davis, CA 95618-7761

TO CONSULTANT:

and

V. TAXES

The compensation stated in Article III includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax or as the result of any change in the Consultant's tax liabilities. Consultant acknowledges that compensation payable hereunder may be subject to withholding of state and federal income tax, including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677.

VI. INDEPENDENT CONTRACTOR STATUS

- A. Consultant and University agree and intend that the relationship between them created by this Agreement is that of independent contractors. Consultant is not an employee of the University and is not entitled to the benefits provided by University to its employees, including, but not limited to, group insurance and pension plans.
- B. Consultant shall be solely responsible for the conduct and control of the work to be performed by Consultant under this Agreement, except that Consultant is accountable to the individual designated in paragraph IV-A, above, for the results of such work. Consultant's services for University shall be performed in accordance with currently approved methods and ethical standards applicable to Consultant's professional capacity.

VII. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this Agreement, or any interest or claim, or subcontract any portion of the work, without the prior written approval of the University. The withholding or granting of such approval is totally discretionary with the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

VIII. PROPERTY RIGHTS, INCLUDING PATENTS AND COPYRIGHTS

- A. General: All information developed by Consultant pursuant to performance of services under this Agreement shall be the sole property of University without University's payment of additional consideration, and shall be furnished to University on the earlier of either (1) completion or termination of each project, or (2) upon earlier termination of Consultant's services under this Agreement.
- B. Intellectual Property (Patents, Copyrights): In the event Consultant makes any invention or discovery or creates any trade secret (hereinafter collectively referred to as "Intellectual Property Discovery") in the course of performance of this Agreement, Consultant shall furnish University with complete information with respect thereto and University shall have the sole right, title, and interest in such Intellectual Property Discovery without payment of additional consideration. In the event that University, in its sole discretion, shall determine to apply for any patent, copyright or other protection with respect to such Intellectual Property Discovery, Consultant agrees, at University's request and expense, to execute all documents and do all acts reasonably necessary and proper to facilitate the University's application for such patent, copyright or other protection.

The parties hereto 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 in the University. In the event that any such work is determined by a court of competent jurisdiction not to be 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 Consultant, by this agreement, hereby assigns all right, title, and interest, including copyright, in said work(s) to the University, in perpetuity.

IX. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

- A. Consultant agrees to defend at University's election, indemnify, and hold harmless University, its officers, agents, and employees from and against all claims, losses, and expenses (including costs and reasonable attorney's fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents.
- B. Consultant shall furnish a Certificate of Insurance or statement of self-insurance (contractual liability included) showing minimum coverage as follows:

1. General Liability: Comprehensive or Commercial Form (Minimum Limits)

(i)	General Aggregate (BI, PD)*	\$2,000,000
(ii)	Products, Completed Operations Aggregate	\$2,000,000
(iii)	Personal and Advertising Injury	\$1,000,000
(iv)	Each Occurrence	\$1,000,000

* (not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this agreement.

2. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence.
3. Workers' Compensation: as required under California State Law.
4. Professional Liability Insurance with a limit of \$_____ 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.
5. Other insurance in amounts as from time to time may reasonably be required by the mutual consent of University and Consultant against such other insurable hazards relating to performance.

Certificate(s) shall name The Regents of the University of California as an additional insured under 1 and 2 above, obligate the insurer to notify University at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the University. Premiums on all insurance policies shall be paid directly by the Consultant.

X. RECORDS ABOUT INDIVIDUALS

- A. Consultant acknowledges that the creation and maintenance of records pertaining to individuals is subject to certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by University policy. Such requirements include provisions governing the collection, maintenance, accuracy, dissemination, and disclosure of information about individuals, including the right of access by the subject individuals.
- B. If Consultant creates confidential or personal records about an individual, as defined by the Information Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, Consultant shall inform the individual that the record is being made and the purpose of the record.
- C. Records containing confidential or personal information about individuals are the property of the University of California and subject to University policies and applicable federal and state laws. Consultant agrees to deliver all such records, including originals and all copies and summaries, to the University upon termination of this agreement.
- D. Consultant shall not use recording devices in discussion with University employees without notifying all parties to the discussion that the discussion is being recorded.

XI. EXAMINATION OF RECORDS

The University and, upon University's approval, the contractor or grantor under government contracts or grants, or its authorized representative, shall have access to and the right to examine any pertinent books, documents, papers, and records of Consultant involving transactions and work related to this Agreement until the expiration of five years after the final payment hereunder. Consultant shall retain project records for a period of five years from the date of final payment.

XII. CONFLICT OF INTEREST

- A. Consultant will not hire any officer or employee of the University to perform any service covered by this agreement. If the work is to be performed in connection with a federal or state contract or grant, Consultant will not hire any employee of the government concerned to perform any service covered by this agreement.
- B. Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between Consultant's family, business or financial interest and the services provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
- C. Consultant shall not be a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

XIII AFFIRMATIVE ACTION

The Consultant recognizes that as a federal and state government contractor or subcontractor, the University of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Consultant agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Consultant, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XIV. CONFIDENTIALITY

The Consultant shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any information conveyed orally to the Consultant by the University with oral notification of its confidentiality, and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or
3. Is obtained lawfully from a third party.

XV. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

XVI. TERMS TO BE EXCLUSIVE

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any prior understanding between the parties, oral or written, regarding the same subject matter.

XVII. WAIVER OR MODIFICATION OF TERMS

No waiver, amendment or other modifications of the terms of this Agreement shall be binding upon either party unless expressed in writing and signed by both parties hereto.

XVIII. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

- XIX. EXCLUSION. Independent Consultant 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 Nonprocurement Programs (<http://epls.gov>). This agreement shall be subject to immediate termination in the event that Independent Consultant is excluded from participation in any federal healthcare or procurement program.

INDEPENDENT CONSULTANT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Signature Date

Taxpayer Identification Number

Deborah Fraga-Decker Date
Associate Director
Contracting Services
UC Davis

Janice King Date
Director – Materiel Management

Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. Disclosure of the Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and 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 to verify your identity. The principal uses of the Social Security number shall be to report payments you have received to the Federal and State governments.