



BUSINESS CONTRACTS
202 COUSTEAU PLACE, #205
DAVIS, CALIFORNIA 95616-8690

University of California, Davis
Materiel Management
Business Contracts-Agreements

REQUEST FOR PROPOSAL
Commencement Ceremonies Photography Services for
Ceremonies & Special Events
RFP No. UCD0803651MB

RELEASE DATE: January 2, 2008

RFP CLOSES: January 30, 2008

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

Attn. RFP #UCD0803651MB

CONTACT

Melanie Brown, Contract Analyst
Tel # 530-747-3867
Fax # 530-757-8720
E-mail: mcbbrown@ucdavis.edu

SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM

Contractor for Commencement Ceremonies Photography Services for Ceremonies & Special Events

RFP: UCD0803651MB

Proposer instructions: This completed form must accompany your bid to avoid bid 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 quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation 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 AND PURPOSE.....	3
II. BACKGROUND.....	3
III. GOALS AND SCOPE	3
IV. RFP SCHEDULE AND DEADLINES.....	4
V. ISSUING OFFICE AND COMMUNICATIONS REGARDING THE RFP.....	4
VI. RFP ADDENDUM:.....	4
VII. REQUIRED SUBMITTALS:.....	5
VIII. INSTRUCTIONS FOR SUBMITTING PROPOSALS	6
IX. RESPONDENT PRESENTATIONS.....	6
X. PROPOSAL EVALUATION AND CONTRACT AWARD.....	6
XI. PROPOSAL PREPARATION COSTS	8
XII. CONTRACT TERM	9
XIII. AUDIT REQUIREMENTS.....	9
XIV. MARKETING REFERENCES.....	9
XV. INSURANCE REQUIREMENTS	9
XVI. UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS	9
XVII. OWNERSHIP OF WORK PRODUCT	9
 Attachment #1, Sample Contractor Agreement	 11

I. INTRODUCTION AND PURPOSE

The University of California, Davis, on behalf of its Ceremonies & Special Events (CSE) unit, is currently seeking proposals for commencement photography services for the year 2008. The intent and purpose of this Request for Proposal is to solicit proposals to establish a contract with one contractor for the purchase of photography services for commencement ceremonies at the University of California, Davis, for the year 2008 with University's option to extend the contract for two (2) additional one-year periods dependent upon satisfactory performance.

II. BACKGROUND

CSE assists the University's mission in meeting its teaching, research, and public service needs by coordinating university-wide events to optimize the University's ability to create and maintain relationships on and off campus; to enhance attendance at special events; and to promote the cooperation of colleges, departments and other University units to maximize the abilities of the University. CSE sets the stage for introducing supporters, alumni, donors and advocates to UC Davis' outstanding faculty, students and programs. When fully staffed CSE has four employees.

III. GOALS AND SCOPE

The goal of this project is to photograph individual degree candidates for all commencement exercises for Fall and Spring Commencement . The scope of this project is provided in Attachment 1 – Independent Contractor Agreement.

IV. RFP SCHEDULE AND DEADLINES

1. RFP Release date: January 9, 2008
2. Question and answer period deadline: January 16, 2008, 5:00 PM
3. RFP Response deadline: January 30, 2008
4. Bidder presentations if requested by University: Week of February 11, 2008
5. RFP evaluations finalized and Contractor recommendation: Week of February 18, 2008
6. Contractor to commence project: March 6, 2008

V. ISSUING OFFICE AND COMMUNICATIONS REGARDING THE RFP

A. Respondent may make written inquiries concerning this RFP by mail, fax or e-mail to the buyer below. All inquiries must be received by the Question and Answer Deadline above.

B. Direct all questions to:

Melanie Brown
Analyst IV
Business Contracts/Agreements
Davis, CA 95616
(530) 747-3867
Fax: 530-757-8720
E-mail: mcbbrown@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, sent by facsimile, e-mail, worldwide-web posting, overnight courier or certified mail with return receipt requested to all Respondents 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.

VII. REQUIRED SUBMITTALS:

A. The Respondent is required to submit one signed original, two hard copies and one electronic copy of the response to this RFP. The "official copy" containing the required original signatures shall be identified by a sealed envelope marked and addressed as required. The remaining copies may be boxed for convenience. Each copy must include a complete request for Proposal.

B. Certification and signature form and any other required information for the University evaluation.

C. The Proposal package must be received on or before January 30, 2008 by 5:00 p.m. PST, at the address given on the cover of this RFP.

A. Please provide pricing as required on Attachment 2. Pricing must include all associated costs to provide requested photography services as specified. Prices quoted must be firm for the 2008 commencement year. University shall receive the benefit of any price declines.

B. At the expiration of the initial contract period, will you give the University the option to renew for an additional two (2) years at the same prices? Yes _____ No _____

If no, please indicate the percentage price increase for the following two years.

Year 2009: _____

Year 2010: _____

VIII. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Proposals from independent contractors shall be in writing and shall include, but not necessarily be limited to, the following:

1. A description of the Contractor's qualifications, with a brief list of similar types of consulting contracts successfully concluded, a sample of such work when appropriate, and resumes of the lead personnel and anticipated supporting personnel to be employed on the study;
2. An overall description of the techniques by which the Contractor intends to approach the problem, Contractor resources to be expended, the anticipated beginning and ending dates for the services, equipment and facilities to be utilized and, if subcontractors are contemplated, a resume or description of these persons or firms and the portions and monetary percentages of the work to be done by them;
3. The total cost of each phase and a breakdown of how this cost was computed, including any travel expenses, hourly rates for each Contractor, professional or administrative burden, and desired method of payment;
4. The name and University of California position of any officer, faculty member, or other employee of the University who hold/s a position of director, officer, partner, trustee, manager, or employee in the Contractor organization, as well as the names of any near relatives who are employed by the University; and
5. An explanation of the person's alien status in the United States if the Contractor is not a citizen of the United States.

IX. RESPONDENT PRESENTATIONS

The University may request oral presentations from proposing Contractors in order to clarify written proposals, and will notify Contractors of the schedule.

X. PROPOSAL EVALUATION AND CONTRACT AWARD

A. BASIS OF AWARD

1. Order will be awarded on a lowest cost per quality point basis using the criteria shown below. Quality points will be awarded for factors other than cost. Quality points, the number being predetermined by the University, will be awarded by category dependent upon the relative importance of each category to the University.
2. Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed below under Tier 1 Criteria. To be eligible to advance to the second tier, a bidder must receive at least seventy (70%) of the available Tier 1 quality points. Those bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration.

3. To determine the lowest cost per quality point each bidder's quoted price for items as specified in Attachment II – *Photo Packages and Prices* will be divided by the total quality points awarded to that particular bidder's response. Responses may be evaluated by more than one person. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.
4. Following the Tier 1 evaluation, bidders meeting the 70% points requirement may be required to give oral presentations to the selection committee. Points for Tier 2 shall be added to the Tier 1 points and cost per quality point shall be recalculated using the total to determine overall, successful bidder. Optionally, the University may not require oral presentations. If oral presentations are not required, award would go to bidder with lowest cost per quality point as factored in Tier 1 phase. To be eligible for contract award consideration, bidder must receive at least seventy (70%) of the available Tier 1 quality points.
5. The bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with the University if the cost is within the project funding allotment and bidder's proposal is in compliance with all terms and conditions expressed within the RFP document. If the University and bidder are unable to come to satisfactory terms, the University reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next lowest cost per quality point bidder.
6. Responses that are incomplete in that there has been failure to respond in all of the requested areas may be disqualified. The University reserves the right to set the criteria for and make this determination independently in each case. The University reserves the right to accept, reject or waive any irregularities in any proposal. The University reserves the right to reject all responses received in response to this request.

B. TIER 1 CRITERIA:

Proposals shall be evaluated by the University in the following areas:

1. Responsiveness - Bidder's demonstrated understanding of the University's requirements, overall approach and thoroughness in submitting all information designated and requested within this RFP.
2. Experience and expertise of participating personnel providing the service.
3. Approach to providing the service.
4. Photography purchase policy and packages offered.
5. Turn around time
6. Quality of samples provided
7. Order forms packet

C. TIER 2 CRITERIA

1. Oral Presentations*

*Before contract is awarded photographer may be required to give an oral presentation before a board deemed appropriate by the University of California, Davis. University may require samples or folder frames additional to those provided by bidder in bid response. Need for additional samples shall be determined after Tier 1 evaluation. *The oral presentations shall be fact-finding and explanation sessions only and shall not include negotiation.* The University will schedule the time and location of these presentations. Any photographer failing to meet the time scheduled for their presentation will not be considered for the contract.

D. 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 Request for Proposal 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.

E. Any contract resulting from this Request for Proposal will be awarded only if the projected cost is within the University's funding allotment and Contractor's proposal is in compliance with all terms and conditions set forth in this RFP.

F. Representatives within University will evaluate proposals. The evaluators will examine each proposal to determine the effectiveness of the proposal in meeting University's requirements. In addition to the materials provided in the proposals, University may request oral presentations and/or additional information.

G. University reserves the right to accept or reject any or all bids, make one award, or make no award, at University's sole discretion. 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 bidder regarding specific tasks, terms and conditions. Any resulting agreement shall be awarded only if the cost provided is within the University funding allotment.

H. 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 bidder or pursue other alternatives, whichever is in its best interest.

I. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the bidder's proposal as accepted by University.

XI. PROPOSAL 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 individual Bidder. In responding to the RFP, the participating Bidder 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. CONTRACT TERM

The resulting contract shall be for a period of one year. Proposals are required to include a detailed timeline for Phase I and Phase II. Proposals must include a general timeline for Phase IV.

XIII. AUDIT REQUIREMENTS

Any agreement resulting from this Request for Proposal 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.

XIV. INSURANCE REQUIREMENTS

If work is to be performed on University premises, bidders(s) 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 13. of ATTACHMENT # 1, the University of California Independent Contractor 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 Standard Terms and Conditions for Independent Contractor Agreement shall be incorporated into the agreement resulting from this RFP, see ATTACHMENT # 1.

XVI. OWNERSHIP OF WORK PRODUCT

Ownership of any work developed under this order, and all right title and interest therein shall vest in the Regents of the University of California. This includes any and all data sets and computers programs created for this analysis including any enhancements to existing data sets provided by the University. This includes any and all work materials, draft plans, preliminary analyses, and all other work materials created by the contractor for this contract. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not be a work made for hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment by the successful bidder/vendor to the Regents of the University of California of the copyright in the work, including all right, title and interest in perpetuity.

INDEPENDENT CONTRACTOR AGREEMENT (TEMPLATE)

THIS AGREEMENT is made as of the date of the last signature below by and between THE REGENTS OF UNIVERSITY OF CALIFORNIA, a California corporation (University), acting on behalf of the Ceremonies & Special Events unit at its Davis campus and _____ (Contractor).

The parties agree as follows:

1. Definition of Service. Contractor shall provide photography services to include photographing individual degree candidates for all commencement exercises as follows:

1.1. Fall Commencement – one combined commencement.

1.2. Spring Commencement – School of Law, School of Medicine, Graduate Studies, Graduate School of Management, College of Engineering, School of Veterinary Medicine, School of Education, College of Letters and Science (two commencements), Division of Biological Sciences and College of Agricultural and Environmental Sciences (two commencements).

1.3. Contractor shall become familiar with the commencement facilities. Familiarity with the commencement facility is essential in executing a flawless ceremony.

1.4. Prior to the ceremony, Contractor shall discuss the best possible set up with facility officials and the commencement coordinators to ensure that graduates receive the best possible photographs.

1.5. Contractor shall learn the flow of the ceremonies and all photo locations.

1.6. Maintain the dignity of the ceremony by being unobtrusive. Contractors shall wear black while photographing.

1.7. Contractor shall stand at an angle so as not to block the view of the graduate's family and friends. This angle enables Contractor to capture the handshake with the Chancellor and a full-face shot of the graduate.

1.8. As the graduate exits the stage another picture shall be taken in front of the United States and State of California flags. This provides the graduate with a second proof from which to choose enlargements, eliminating the need for families and well-wishers to crowd the stage to get a picture of the graduate.

1.9. Confirm dates and times of ceremonies by sending a confirmation letter one month prior to the ceremony. At that time, marketing materials shall be sent to assist University in answering questions regarding commencement photos.

1.10. Positively identify each candidate.

1.11. Provide University with the cards in which the graduates' names are called from to receive their diplomas. These cards shall be color coded to represent the different schools graduating classes.

1.12. The photography team and its support staff shall arrive at least two hours prior to the start of each ceremony, with all necessary battery and back-up battery power, film and equipment.

1.13. Contractor's head photographer shall report to the commencement coordinators to ensure that there have not been any last minute changes.

1.14. To assist the Chancellor, Contractor shall place a piece of tape down for him to stand on while distributing diplomas. This is to ensure that Contractor shall be at the correct angle to the graduate. A piece of tape shall also be placed for the graduate as he or she exits the stage. The tape indicates where the graduate shall walk and smile at the camera for their second shot.

1.15. With the assistance of the arena officials, a large format camera shall be set up in the balcony to take an overview picture of the graduates and the stage. Contractor shall take several pictures from the front and back of the graduates.

1.16. Contractor shall provide a promotional photographer to take candid pictures an hour and a half before the processional and also during the ceremony.

1.17. Pictures shall be taken of the processional, greeting, student and faculty speakers, honorary degree recipients and the recessional.

1.18. Contractor shall take group shots of faculty and platform guests in the stage party room.

1.19. All doctoral students shall be photographed as they are recognized.

1.20. Contractors and assistants shall go to their designated areas when the graduates' degrees are conferred with equipment, film and backup equipment.

1.21. Contractor's photography assistants play a significant role in the flow of the ceremony. One assistant shall collect the cards from the name reader so that the cards shall stay in order. It is important that the cards stay in order because this is the primary means we use to sequence the graduates as they cross the stage. It is through this process that Contractor is able to mail each graduate the correct proof. One representative shall direct the graduates where to walk as they exit the stage for their second photo to aid in and maintain the speed and flow of the ceremony. Regardless of how fast or slow the names are read, Contractor shall be able to capture every graduate's photograph.

1.22. Steps shall be taken by Contractor during the ceremony to ensure that it provides the best quality photographs and at the same time not disrupt the flow of the ceremony.

2. Receiving/delivery of orders.

2.1. Students wishing to place an order shall be able to do so by using an ordering system found on a website, or by e-mail, mail, phone and fax. Contractor shall be able to accept orders from, and mail to, all countries throughout the world. Orders shall be accepted after the deadline with no penalty and a new print delivery date given.

2.2. Contractor shall accept cash, check, money order, Visa, Master Card, Discover, and American Express.

2.3. Those customers who have questions regarding ordering or need a special request fulfilled shall have access to a dedicated toll-free customer service hot line for assistance.

2.4. Contractor shall be able to order, print, track and deliver prints and photo accessories within 12 calendar days of receiving an order.

2.5. All mailing shall be performed by Contractor, without assistance from the school, directly to the purchaser's home.

2.6. Contractor shall notify each purchaser if delivery of photographs shall be delayed beyond the delivery time cited in Contractor's informational material, for extraordinary delays beyond the control of the Contractor.

2.7. Contractor shall consider all orders received to be based on a money-back guarantee of satisfaction.

2.8. Contractor shall provide survey cards with each order it processes for purposes of evaluation by graduates and their parents.

2.9. Contractor's production staff shall execute the delivery of proofs within 72 hours of placement of orders.

3. Quality of Finished Product.

3.1. University requires a customized full color title with University's name and date on each print. In addition, a full color logo shall be printed next to the name of University.

3.2. Contractor shall meet with University prior to the commencement to discuss color, type style, font, and layout of the title and logo. Final approval of the title shall be at the discretion of University.

4. Negatives Retention.

4.1. Contractor shall service all orders and reorders including those placed after the deadline date(s). Contractor shall retain negatives for a period of five to seven years following a commencement date.

5. Complimentary Services/Pictures.

5.1. Contractor shall require no fee from University for commencement services. Fees are only due from graduates or their families wishing to purchase from the proof received in the mail.

5.2. Contractor shall provide University with complimentary commencement coverage pictures. A panoramic overview of each commencement ceremony shall be taken at several different angles to encompass the entire ceremony. The overviews shall be titled with University's name and date then framed and delivered to the respective schools. Each school shall receive one initial album with additional complimentary pictures available.

5.3. In addition, one overview from each ceremony shall be framed and matted in the school's colors to be displayed prominently throughout University.

5.4. In addition to the framed overviews, University shall receive five by seven (5 x 7) commencement albums from each ceremony. The contents of these albums shall consist of pictures of guest speakers, platform guests, special awards, candidates and faculty. These pictures are assembled for University to be used as reference source or for public relation needs. The pictures shall be titled with University name, date and time. The title shall be printed in school colors with a full color crest.

5.5. For the Chancellor's office, Contractor shall provide an eight by ten (8 x 10) embossed album with pictures from all the commencement ceremonies. These pictures shall capture the spirit of graduation day and shall represent the school as a whole. This album is in addition to the five by seven (5 x 7) albums for the individual schools and shall be delivered on an annual basis.

5.6. Contractor shall provide University name reading cards for the graduates at each ceremony. The cards shall be color coded and delivered to University prior to the commencements.

5.7. Contractor shall provide University informational flyers to the individual ceremony coordinators to include with their pre-mailing to the graduates to inform them of our presence on graduation day.

6. 100% Satisfaction Guarantee.

6.1. Guarantee the complete satisfaction of all customers. If any customer is not satisfied for any reason, his or her money shall be refunded.

7. Application Requirements.

7.1. The bidder must show evidence of five (5) consecutive years satisfactory experience in commencement photography with comparable institutions and provide positive references from past clients.

7.2. The most qualified bidders may be required to give an oral presentation to the selection committee.

8. University Services. University shall provide the following services:

7.3. Names of commencement coordinators for each of the schools and colleges holding commencement ceremonies.

7.4. Inform graduates and their schools of the availability of Contractor's services. This information shall be conveyed in such a manner as University may deem appropriate.

7.5. Arrange a clear line of sight for Contractor by means of barriers, ropes, risers or other means.

7.6. Permit Contractor's use of names, symbols or emblems representing the University of California, Davis on the photos or frames.

8. Term. The term of this agreement shall be from July 1, 2008 through June 30, 2009.

8.1. Compensation. All payments are made by University check and are less applicable state and federal taxes including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677. No payments shall be made in advance of work performed except as otherwise specified in this Agreement.

9. Payment of Charges. University shall pay for services rendered by Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Invoices shall be sent to:

Ceremonies & Special Events
University of California, Davis
Attn: Linda McKeon
1480 Drew Avenue
Davis, CA 95616

10. Termination. This agreement may be terminated by either party at any time upon ten (10) days written notice to the other party. University reserves the right to terminate this Agreement immediately upon written notification to Contractor. In the event this Agreement is terminated at any time during the Agreement period, Contractor shall be compensated for all services rendered up to and including their last day of service. University reserves the right to determine what shall be deemed completed services.

11. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

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

13. Insurance. Contractor shall maintain insurance policies during the term of this Agreement with minimum coverage as follows:

13.1. Commercial General Liability. Contractor shall maintain commercial general liability insurance with a retroactive date of placement coinciding with the effective date of this agreement. Minimum limits are as follows:

a. Each Occurrence	\$1,000,000
b. Products, Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000

13.2. Business Auto Liability. Contractor shall maintain business auto liability insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

13.3. Workers' Compensation. Contractor shall maintain workers' compensation insurance as required under California state law.

13.4. Other Insurance. Contractor shall maintain other insurance in amounts as from time to time may reasonably be required by the mutual consent of University and Contractor against such other insurable hazards relating to performance.

13.5. Certificate(s) of Insurance. Certificate(s) shall name The Regents of University of California as an additional insured under 13.1 and 13.2 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 shall be primary and shall not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by University. Premiums on all insurance policies shall be paid directly by Contractor.

14. Use of University's Proprietary Marks. Contractor shall not use the name or proprietary marks of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

15. Records About Individuals.

15.1. California Information Practices Act. Contractor 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.

15.2. Records About an Individual. If Contractor 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, Contractor shall inform the individual that the record is being made and the purpose of the record.

15.3. Confidential or Personal Information. Records containing confidential or personal information about individuals are the property of University and subject to University policies and applicable federal and state laws. Contractor agrees to deliver all such records, including originals and all copies and summaries, to University upon termination of this Agreement.

15.4. Recording Devices. Contractor shall not use recording devices in discussion without notifying all parties to the discussion that the discussion is being recorded.

15.5. Examination of Records. University and, upon University's approval, 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 Contractor involving transactions and work related to this Agreement until the expiration of five (5) years after the final payment hereunder. Contractor shall retain project records for a period of five (5) years from the date of final payment.

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

16.1. Previously Known. Information which Contractor can demonstrate by written records was known to it prior to the effective date of this Agreement;

16.2. Public Domain. 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 Contractor; or

16.3. Lawfully Obtained. Is obtained lawfully from a third party.

17. Communication.

17.1. Regarding Agreement. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY

Business Contracts & Analysis
University of California, Davis
202 Cousteau Place, Suite 205
Davis, California 95618-7761

and

Linda McKeon
Ceremonies & Special Events
1480 Drew Avenue
Davis, CA 95616

CONTRACTOR

17.2. Regarding Services. Contractor's correspondence or inquiries regarding the substance and progress of work to be performed under this agreement or bills for services rendered shall be directed to Ceremonies & Special Events.

17.3. Prompt Reply. Contractor shall promptly return all communications from University either via phone, fax, e-mail or letter.

18. Governing Law. This agreement shall be construed pursuant to California law.

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

20. Sections / References. All references made in this agreement to sections, subsections, paragraphs, subparagraphs, or other locations shall refer to this document, exclusive of incorporated materials, unless otherwise specifically stated and identified. Section and subsection headings are solely for the convenience of the reader and are not to be substantively construed.

21. Ambiguities. Each party and its counsel have participated fully in the review and revision of this agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this agreement. The language in this agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

22. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

23. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

24. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

CONTRACTOR

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: _____
(authorized signature)

by: _____
Janice King
Interim Associate Director
Contracting Services

print name: _____

date: _____

title: _____

date: _____

Attachment II

Photo Packages and Prices

One 5 x 7	\$ _____
Four <i>laminated</i> 5 x 7s with folders	\$ _____
One 8 x 10	\$ _____
Package A – Two 8 x 10s, Five 5 x 7s & Sixteen wallets	\$ _____
Package B - Two 8 x 10's, Four 5 x 7s & Eight wallets	\$ _____
Package C - One 8 x 10, Four 5 x 7s	\$ _____
One photo plaque	\$ _____
One 10 x 24 panoramic overview	\$ _____
One 5 x 7 overview	\$ _____
Postage and handling charge of	\$ _____

- 1) Indicate your estimated shipping costs for the above package and your method of shipment.
- 2) What is the basis for any price increase for the possible 2nd & 3rd year extension?
- 3) Provide sample order form/envelope provided to all graduates.
- 4) Provide pricing, and estimated shipping costs, on other packages you may offer.