

University of California, Davis
Contracting Services
Business Contracts-Services

**REQUEST FOR PROPOSAL (RFP)
ONLINE ADVERTISING CAMPAIGN MANAGEMENT
RFP No. 015885290MF**

RELEASE DATE February 19, 2013

DEADLINE TO SUBMIT QUESTIONS March 1, 2013 by 5:00 pm (PST)

RFP CLOSURES March 28, 2013 by 5:00 pm (PST)

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

RETURN RFP RESPONSE TO:

University of California, Davis
Business Contracts/Services
3215 Apiary Drive
Davis, CA 95616
Attn. RFP #015885290MF

CONTACT

Mary Fields, Buyer V
Tel # (530) 754-1372
Fax # (530) 757-8720
E-mail: mnfields@ucdavis.edu

SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM
ONLINE ADVERTISING CAMPAIGN MANAGEMENT
RFP: 015885290MF

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

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1. INTRODUCTION

The University of California, Davis, (University) invites proposals for an experienced online advertising agency to manage a sophisticated, highly targeted web and social media advertising campaign on behalf of the Graduate School of Management.

Graduate School of Management: Dedicated to preparing innovative leaders for global impact, the UC Davis Graduate School of Management is consistently ranked among the premier business schools in the United States and internationally. The School's faculty members are globally renowned for their teaching excellence and trailblazing research in advancing management thinking. With prime locations in Northern California's economic hubs, the School provides a bold, innovative approach to management education to about 100 full-time MBA students at the UC Davis campus, 425 part-time MBA students in Sacramento and the San Francisco Bay Area, and welcomed the charter class of Master of Professional Accountancy students in fall 2012.

The School offers open enrollment and custom executive education programs as well as many strategic opportunities for corporations, executives and entrepreneurs to connect, partner and develop talent. Centers of Excellence include the Center for Investor Welfare and Corporate Responsibility, the UC Davis Child Family Institute for Innovation and Entrepreneurship, and the Clean AgTech Innovation Center.

> www.gsm.ucdavis.edu

2. PURPOSE

As part of a comprehensive advertising mix for MBA and Master of Professional Accountancy student recruitment, an experienced online advertising agency would manage sophisticated, highly targeted web and social media advertising campaigns to reach and attract the highest caliber students.

3. PREQUALIFICATION REQUIREMENTS

Contractor must have extensive and proven experience in buying ad space via ad networks and public and private ad exchanges, deploying highly innovative campaigns at market-beating prices. Contractor must have expertise managing campaigns with display, search, and social media ads using retargeting / tracking pixels and conversion analytics, and reporting results regularly to the client. Contractor must be able to integrate audience profiling, analytics and conversion tracking. Contractor must be able to build an audience profile based on our demographics and site traffic and connect with these audiences across the digital landscape of social, display, video and mobile. Client uses Google Analytics to monitor site traffic and length of stay of visitors. Contractor provides performance metrics of the online advertising, including impressions, click throughs, conversions for specific pages/online forms.

Contractor must be a results-oriented, direct response specialist within the field of driving consumers through "considered purchases" in the online space. Considered purchases, such as an MBA degree program, involve many steps and include considerable research due to their high financial cost and emotional commitment. The Contractor must have a portfolio of non-profit, higher education or small- or medium-sized corporate clientele with similar ad budgets. Contractor must have proven experience managing and maximizing budget for greatest impact across web and social media placements.

4. PREFERRED QUALIFICATIONS

The University strongly prefers Contractors located in Northern California with proven success in managing similar ad budgets with higher education and/or non-profit, small business clientele.

5. SCOPE OF WORK

Contractor will be responsible for online advertising campaigns with measurable results that focus on recruitment of prospective UC Davis graduate business students.

- **Marketing Objectives:** Increase pool of qualified applicants for nationally ranked part-time MBA programs in Sacramento and San Francisco Bay Area DMAs, and secondarily, for Masters of Professional Accountancy and internationally ranked full-time MBA program offered on UC Davis campus.
- **Advertising Objective:** Drive qualified applications to UC Davis MBA and MPAC programs. Increase awareness of UC Davis MBA and MPAC programs and the Graduate School of Management.
- **Seasonality/Timing of Advertising:** Year round, however, lightest in summer and heaviest from December 15-March 15, particularly January.

- **Target Audience and Demographics:**

- o Primary campaign
Prospective part-time MBA students in two distinct Designated Market Areas: Sacramento and San Francisco Bay Area. Ages 24-40 with college degrees, most are concurrently employed at high visibility firms in the Bay Area.
For our part-time MBA student demographic profile, see <http://gsm.ucdavis.edu/sacramento-working-professional-mba-class-profile>
- o Secondary campaign
Prospective Daytime MBA students nationwide
For our Daytime MBA student demographic profile, see: <http://gsm.ucdavis.edu/daytime-mba-class-profile>
- o Tertiary campaign
Prospective Master of Professional Accountancy students, juniors and seniors primarily from California undergraduate institutions.
For our MPAC student demographic profile, see bottom of page: <http://gsm.ucdavis.edu/uc-davis-mpac-edge>

Customized Ad Campaign Management and Capabilities

Contractor must have proven experience creating customized online advertising campaigns using the following hard and soft targeting variables, ad platform technologies and access, and reporting methods:

- Behavioral, content and demographic targeting across:
 - o Wide network of public and private exchanges for display and mobile ads
 - o Facebook, LinkedIn ads
 - o Google Adwords campaign management
- Content channels with multiple sub-categories
- Custom channels with complete transparency and extensive demographic, psychographic and other targeting capabilities
- Frequency capping
- Domain type targeting
- Domain top-level domain (.com,)
- Daypart targeting hour of day, day of week
- User soft/hardware targeting browser, browser version, operating system
- Content targeting by site, section, page, position on page
- Keyword targeting by industry standard capabilities and reporting
- Geo-targeting by country, state, DMA, zip code and IP zone targeting
- Post-click and post-view tracking to determine which ads best prompt a user to complete a form or transaction.
- Surround session capability to deliver highly targeted ads to users who receive your messages exclusively throughout an entire site visit in different positions as they scroll from page to page.
- Ad sequencing to serve ads in a specific order to tell a “story” and keep users engaged.

- Audience profiling tool to more effectively segment and prospect target customers based on their demographics and psycho-graphics. This data will also help inform offline targeting as well.
- Capability to take client's prospective student customer relationship management database or other related data (gender, address and e-mail) and have the web publishers that have relationships with these customers pass them a cookie when they see them. As an example, when someone signed up for their Yahoo email they provided their name. When this person logs into their email Yahoo will pass them a cookie.
- Private exchange access to high value publishers that typically have direct sales teams. Contractor must have relationships with these web publishers because they represent high brand clients.
- Facebook exchange. Access and experience placing integrated retargeting ads in Facebook using unique Facebook creative

University staff, and through a separate graphic designer, will be responsible for providing Contractor with the campaign ad creative for display, social, mobile and recommend text for search ads. Contractor is responsible for deploying creative in a timely fashion and confirming creative is in place. A 24 hour turnaround is recommended. University may change creative periodically during the campaign based on performance, or need to update graphic/image/text based on new or different marketing information.

Below are links to sample sets of various sizes of display and mobile ads.

Current MBA Ads:

http://students.gsm.ucdavis.edu/ads/current_ads/160x600_bay_09-5-ALT/160x600_bay_09-5-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/160x600_sac_08-31-ALT/160x600_sac_08-31-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/300x250_bay_9_4-ALT/300x250_bay_9_4-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/300x250_sac/300x250_sac_9-4-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/728x90_bay_2-12/728x90_bay_2-12.html
http://students.gsm.ucdavis.edu/ads/current_ads/728x90_generic_2-12/728x90_generic_2-12.html
http://students.gsm.ucdavis.edu/ads/current_ads/728x90_sac_2-12/728x90_sac_2-12.html

MPAc:

http://students.gsm.ucdavis.edu/ads/current_ads/MPAC/160x600_1_2013/160x600_mpa_1_2013.html
http://students.gsm.ucdavis.edu/ads/current_ads/MPAC/300x250_1_2013/300x250_mpa_1_2013.html
http://students.gsm.ucdavis.edu/ads/current_ads/MPAC/728x90_1_2013/728x90_mpa_1_2013.html

RT:

http://students.gsm.ucdavis.edu/ads/current_ads/RT/160x600_bay_09-5-ALT/160x600_bay_09-5-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/RT/160x600_sac_08-31-ALT/160x600_sac_08-31-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/RT/300x250_bay_9_4-ALT/300x250_bay_9_4-ALT.html
http://students.gsm.ucdavis.edu/ads/current_ads/RT/300x250_sac_9-4-ALT/300x250_sac_9-4-ALT.html

Performance Tracking and Relationship with University

University will want to meet face-to-face at least twice annually to discuss strategy and deployment of campaigns.

Conference calls will be held at least monthly, and more frequently, as needed, to discuss and review campaign performance and adjust creative, ad mix, or approach as needed.

Contractor is responsible for providing monthly reports in PDF and Excel that include return on investment and performance tracking:

- o Develop clear and definable metrics for ad delivery, key performance indicators (conversions)
- o Campaign optimization reports – CPL, CPA, CPM, etc. for each campaign
- o Comparative performance tracking across multiple channels (display vs. search vs. mobile vs. social vs. direct buys)

6. RFP SCHEDULE AND DEADLINES

- A. RFP Release Date: February 19, 2013
- B. Question and Answer Period Deadline: March 1, 2013, 5 PM PST
- C. RFP Response Deadline: March 28, 2013, 5 pm PST
- E. Oral Presentations: To Be Determined

7. 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 Contracting Services website at <http://purchasing.ucdavis.edu/UCDBIDS/>. The identity of the submitter of any particular question will not be disclosed.

- B. Direct all questions to:

Mary Fields
Business Contracts-Service Buyer
Davis, CA 95616
(530) 754-1372
Fax: (530) 757-8720
E-mail: mnfields@ucdavis.edu

8. 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.

9. REQUIRED SUBMITTALS

- a. Proposers must submit their proposals in the format set forth in Attachment 1. One signed original hard copy must be submitted along with three hard copies. The official copy must contain the required original signatures and shall be identified by a sealed envelope marked and addressed as required. NOTE: The Price Proposal portion must be submitted in a separate sealed envelope.
- b. A completed, signed "Signature, Certifications, and Contacts Form" (page 2 of this RFP document) must be included with the original copy of the RFP.

10. INSTRUCTIONS FOR SUBMITTING BIDS

The proposals, containing the items described in section 9 above, must be received on or before March 28, 2013, 5:00 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.

11. INFORMATION EVALUATION

11.1. 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.

11.2. 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.

11.3. Factors that will be used to evaluate information include, but are not limited to achieved results with projects of a similar nature, size and complexity; expertise of personnel identified in the response; and resources available, respondent qualifications and experience, and respondent ability to meet the needs of the University.

11.4. University reserves the right to accept or reject any or all responses, make one award, or make no award, at University's sole discretion.

11.5. 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.

12. CONTRACT AWARD

The selection process for this contract will be made on the Cost Per-Quality-Point Method.

The Public Contract Code of the State of California (Public Contract Code Section 10507, et seq.) requires that all purchase contracts involving an expenditure of more than \$100,000 shall be awarded to the lowest responsible bidder meeting specifications, or else all quotations shall be rejected. The lowest responsible bidder shall be determined on the basis of one of two methods: (1) cost alone or (2) on a cost per-quality-point basis. In the cost per quality point method, points are awarded for factors other than cost. To determine the lowest cost per-quality-point, the proposed cost of the goods, materials, or services is divided by the quality points assigned to the proposal. Typically, there are several categories in which a bidder will be evaluated, and a certain number of points may be awarded per category, depending on the relative importance of the category.

Bids will be evaluated in 2 or 3 tiers using a cost per-quality-point method: Tier 1 (bidder qualification), Tier 2 (written proposal - **as submitted in the bidders response using the format described at Attachment 1**), and Tier 3 (oral presentation). Written bid responses (Tier 2) will be evaluated for quality using the categories listed at the end of this section. Established quality points will be awarded by category. Pricing is not a category in the technical evaluation process. The categories are weighted depending on the relative importance of each category to the University. Bidders must receive at least seventy percent (70%) of the maximum allowable points on the written proposal (Tier 2) to be considered a finalist in Tier 3 and may be requested to provide an oral presentation. * Those bidders receiving less than seventy percent (70%) of the maximum allowable quality points shall be eliminated from further consideration. The University reserves the right to eliminate the oral presentation if it determines the written bids are sufficient to establish quality.

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

Formula for point calculation:

Total Proposed Cost divided by

Points awarded to written proposal (Tier 2)+ Points awarded to oral presentation (Tier 3)

= Lowest cost per quality point

A contract/s will be awarded only if the cost of the contract is within the project funding allotment and Bidder's proposal is in compliance with all mandatory terms and conditions expressed within the RFP document. The University reserves the right to accept, reject, or waive any irregularities in any proposal. Any irregularities may render the bid non-responsive. The University reserves the

right to reject all proposals. The University reserves the right to award a contract after reviewing, evaluating, and comparing all bid responses pursuant to the following criteria:

- Responsiveness: Bidder's demonstrated understanding of the University's requirements, overall approach and thoroughness of the proposal and in submitting all information designated and requested within this request.
- Experience/methodology: Bidder's demonstrated success in managing online advertising services of similar scope and size as described in this RFP.
- Oral presentation: - Bidder's presentation of qualifications and responses to committee inquiries. Oral presentations, if necessary, will only be required from finalists.

*Oral Presentation (Tier 3): Bidders that receive the minimum 70 % on their written proposal (Tier 2) **may** be invited to make an oral presentation or take part in a teleconference. The agenda for the presentation will be determined at the completion of the proposal evaluation and released to the presenters when the appointment is made for the presentation.

13. INFORMATION 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.

14. CONTRACT TERM

The term of the contract is projected to begin at the time of contract award and extend for one year with options to renew for an additional four (4) years, one year at a time depending on market conditions, University needs, satisfactory performance, and funding availability.

15. 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.

16. MARKETING REFERENCES

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

17. 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 9 of Attachment # 2, the University of California's Independent Contractor Agreement. The certificate must be submitted to University prior to the commencement of services.

18. UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS

The University of California's standard terms and conditions for independent contractors shall be incorporated into the agreement resulting from this RFP as set forth in Attachment 2.

19. 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. 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 online advertising in non-profit, higher education or small- or medium-sized corporate clientele to include the number of years in this business. Please include the company's mission statement or corporate vision/values statement.

B. Experience

Please reference Section 3, Prequalification Requirements, of this RFP and specifically address with either a brief case study or other examples of the extensive experience described. The case study or example would show that the proposer has the proven experience in managing online advertising campaigns via ad networks and public and private ad exchanges, deploying highly innovative campaigns at market-beating prices.

C. 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. Proposals must address each of the **Customized Ad Campaign Management and Capabilities defined in Section 5, Scope of Work**. Proposals must include an overview of the breadth of access and experience buying ad space in public and private ad exchanges and networks and approximately number of websites available through these memberships in networks/exchanges. Also include a description of the web-based client tools for uploading ad creative/interacting with your company.

D. Proposed Team

Please provide an overview (sufficiently detailed to be evaluated) and short biographies of the proposed team member(s), including their experience with similar projects/campaign. The strength and experience of the project team is considered a critical element of the project.

E. References

Proposers should provide at least three references of clients with similar online advertising campaigns, including main contact, length of relationship and briefly how your campaign management was successful for each client. One of the references should be from a client you are no longer on contract with.

F. 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."

G. Cost to the University – to be submitted separate from Sections A-F of this attachment as set forth in Attachment 3.

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Attachment 2 -EXHIBIT A - INDEPENDENT CONTRACTOR AGREEMENT

Example

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

The parties agree as follows:

1. Services. Independent Contractor shall provide videographer/producer services for the University as described in RFP _____.

2. Term; Location. The services described in section 1 shall be provided during the period (date of contractor award) through _____.

3. Compensation/Payment. For services, Independent Contractor shall be paid at the rate of \$(\$\$\$) in accordance with Contractor's standard/agreed-upon billing practices) to a contract maximum of \$_____. Except as set forth in this section, such compensation shall be payable in arrears and upon invoice. Final payment will be withheld pending completion of the work. Invoices with the University identifying number of this contract may be submitted to _____, One Shields Avenue, Davis, CA 95616.

4. Expenses. Independent Contractor shall provide, at their own expense, all equipment, materials, and related services as are necessary to perform their obligations pursuant to this agreement.

5. Termination. This agreement may be terminated by either party upon five (5) days' notice to the other. If the services described in this agreement are not performed to the sole satisfaction of University, University may terminate this agreement immediately upon written notification to Independent Contractor. If this agreement is terminated at any time during the agreement period, Independent Contractor will be compensated for all completed services rendered up to and including their last day of service. University reserves the right to determine what shall be deemed completed services.

6. Independent Contractor Status. Both parties agree that in the performance of this agreement the Independent Contractor will not be an agent or employee of University, will not be covered by University's Worker's Compensation Insurance or Unemployment Insurance, is not eligible to participate in University's retirement programs, nor shall they be entitled to any other University benefits.

7. Copyright. The parties agree that any copyrightable work(s) developed under this agreement constitute work(s) made for hire under the United States copyright laws and that all right, title and interest therein, including copyright, shall vest with the University. In the event that any such work does not qualify as a work made for hire under the United States Copyright laws, or for any other reason does not constitute a work made for hire, the independent contractor signing below, by this agreement, hereby assigns all right, title and interest, including copyright in the work(s) to the University, in perpetuity.

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

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

a. General Liability: Comprehensive or commercial form

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

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

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

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

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

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

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

UNIVERSITY

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

INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

(<http://manuals.ucdavis.edu/ppm/330/330-80.htm>) UNIVERSITY reserves the right to determine the reasonableness of any expenses under this subsection.

Attachment 3 - COST PROPOSAL

Please provide your monthly management fee to cover all costs related to managing this sophisticated, highly targeted web, search and social media advertising campaign. Provide detailed break out of all costs such as monthly administration costs, or other regular billing method.

Assume a total annual budget of \$175,000 for ad spend placements, ranging from \$5,000 to more than \$20,000 per month over a 12-month period. These figures do not include the monthly management/administration fees. Proposers cost is to manage this \$175,000 in annual ad spend.

Any additional costs that are expected to be incurred during the project that are not part of the administration costs must be clearly identified.