



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

University of California, Davis  
Materiel Management  
Business Contracts-Agreements

**REQUEST FOR PROPOSAL (RFP)**  
**Content Management Publishing System for**  
**Integrated Pest Management (IPM)**  
**RFP No. UCD0806262KG**

**RELEASE DATE:** May 28, 2008

**RFP CLOSSES:** June 25, 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 95618-7761

**Attn. RFP #UCD0806262KG**

**CONTACT**

Kelly Gilmore, Contract Analyst

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**SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM**

Content Management/Publishing System for Integrated Pest Management (IPM)  
RFP: UCD0806262KG

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

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I. INTRODUCTION AND PURPOSE

The University of California, Davis (University) desires to enter into a contract for the development and implementation of a web-based publishing system for the University's Integrated Pest Management (IPM) program.

II. BACKGROUND

The UC Statewide IPM program (UC IPM), established by the State Legislature in 1979, is a statewide program of the University of California Division of Agriculture and Natural Resources (ANR). The program's mission is to protect California's environment and public health through sustainable pest management programs that reduce pesticide risks. To accomplish its mission, UC IPM develops and conducts research and extension (extended learning) programs in integrated pest management for the people of California. These programs address pest management problems of both agricultural and residential audiences.

UC IPM has a national and international reputation as THE leader in programs of this type; there is only one peer organization in the U.S. UC IPM comprises five separately managed areas: research, education and publications, information systems, extension IPM advisors, and administration. In addition to the six managers, 27 academic, professional, technical, and clerical employees staff the program. About 85% of UC IPM's \$2 million base budget comes from state general funds, and the program distributes an additional \$4.5 million in research funding

provided by the United States Department of Agriculture (USDA). Other funding comes from contracts and grants, primarily from federal and state agencies.

UC IPM currently produces the *UC IPM Pest Management Guidelines* series (PMGs) (43 titles, ranging from 5 to 151 pages) and a variety of shorter publications (130 titles, range from 2 to 30 pages) related to pest management and published online as HTML and PDF. The program also writes books that are published only in print.

Other than the print-only books, these publications must be revised at least every three to four years, and occasionally more frequently. The documents are currently stored only as Word, HTML, and PDF files; no content management system is used.

UC IPM staff members lead development of new titles and revisions, drawing on expertise of a large number of scientists throughout the UC system who volunteer their time and skills; almost all publications are multi-authored. The scientists may draft copy, and always simultaneously review and revise drafts, guided by UC IPM staff members who edit to develop a final draft. Manuscripts are anonymously peer reviewed by other scientists, then revised by the UC scientists and the UC IPM editor before publication.

Online publications start as a master Word file (formatted for desktop publishing), and links to photographs are embedded throughout the file (as hidden text) to illustrate the content. The photographs are managed in an existing relational database. UC IPM technical staff process the Word files using a series of scripts and staff work, eventually yielding HTML pages. A PDF is also generated for improved printing. Both are then published on the Web site, which is maintained by UC IPM programming staff on UC IPM-owned Unix servers.

This system involves numerous publications, frequently revised, and many people, both UC IPM employees (writer/editors, Web production staff, programmers) and external volunteers. We are looking for a system to manage the process and content of each publication project destined for online or other electronic publication, thus improving our efficiency and effectiveness. It is desirable also to manage other, more one-of-a-kind Web pages that describe our activities or provide navigation. Note: the printed books are not included in the scope of this project.

### III. GOALS AND SCOPE

The objective is to develop a Web-based, collaborative publishing system that will assist UC IPM in managing development, review, production, and publication of online documents through the UC IPM Web site or similarly on CD-ROM.

The publishing system should include functionality and capacity to manage simple and more complex projects (of the level of the PMGs); manage the collaborative development, review, and publication processes; and manage all content objects and their metadata for multiple purposes, primarily Web HTML and PDF publication through the use of templates. It should be customizable to accommodate differences in processes required for our various projects, in particular, the *UC IPM Pest Management Guidelines* and simple Web page content. It is also envisioned that the system will provide support for archiving and retrieving retired versions of published materials.

In addition to content management, the system should provide workflow features, including role assignments, access permissions, approvals, groups, automated messaging.

The working system will need to be managed and maintained by UC IPM employees on UC IPM-owned (or purchased) hardware. Application of open standards and open source software is desirable, since it allows portability, compatibility, and access to a cadre of skilled programmers. The system must use standard Web browsers (for both Mac and Windows) for user interactions. Compatibility with our existing MySQL database and PHP scripting tools is preferred.

This contract is expected to yield a working content management/publishing system, documentation for configuration and use of the system, and training for computing staff who will maintain it and content development staff who will use it.

UC IPM will identify a team of users (UC IPM content developers and Web production staff, plus author volunteers external to UC IPM) and system personnel to work closely with the contractor in execution of the project.

**Timeline for the project is approximately August 1, 2008 to May 30, 2009.**

**Phase I**

Initiate project, finalize software requirements and identify software solutions.

Deliverables:

Final description of software requirements

System design

**Phase II**

System development and implementation: customize, install, and configure system (for specific publication type—*UC IPM Pest Management Guidelines*); prepare user and system documentation

Deliverables:

Implementation of system for PMGs and reconfiguration as needed

User and system documentation

**Phase III**

Training for UC IPM users and system administrators

Deliverables:

Training session for system administrators

Training session for system users

The contractor will proceed to Phases II and III once the University has agreed to proceed to the next phase(s). University will reserve the right to terminate the agreement following completion of any of the phases.

IV. RFP SCHEDULE AND DEADLINES

1. RFP Release Date: May 28, 2008
2. Question and Answer Period Deadline: June 11, 2008, 5:00 PM
3. RFP Response Deadline: June 25, 2008 5:00 PM
4. Bidder Presentations if Requested by University: Week of July 7, 2008
5. RFP Evaluations Finalized and Contractor Recommendation: Week of July 14, 2008
6. Contractor to Commence Project: Upon contract execution but no later than August 1, 2008

V. ISSUING OFFICE AND COMMUNICATIONS REGARDING THE RFP

- A. Bidder 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) 747-3870  
Fax: 530-757-8720  
E-mail: [knqilmore@ucdavis.edu](mailto:knqilmore@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. Bidders must submit their proposals in the format set forth in Attachment 1. One signed original proposal must be submitted along with four complete hard copies and one electronic copy (CD). 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.
- B. A completed, signed "Signature, Certifications, and Contacts Form" (page 2 of this RFP document).

VIII. INSTRUCTIONS FOR SUBMITTING PROPOSALS

The proposal package, containing the items described in section VII above, must be received on or before June 25, 2008 by 5:00 p.m. PST, at the address given on the cover of this RFP. Late proposals will not be accepted. Bids submitted via fax or e-mail will not be accepted. The University strongly encourages bidders to submit hard copies that are printed "double-sided" to conserve paper.

IX. RESPONDENT PRESENTATIONS

The University may request oral presentations from bidders in order to clarify written proposals, and will notify 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 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.
- B. Any contract resulting from this RFP will be awarded to the responsive and responsible bidder whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value to be delivered, including, but not limited, to the quality of professional services offered and the total cost of the contract to the University.
- C. Any contract resulting from this RFP will be awarded only if the projected cost is within the University's funding allotment.
- D. Representatives within University will evaluate proposals to determine the effectiveness of the proposal in meeting University's requirements. In addition to the materials provided in the proposals, University may request additional information for clarification purposes. The evaluators will examine each proposal on a highest revenue per quality point basis using the criteria outlined below:
  - 1. 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.
  - a. Tier 1: Proposals will be initially evaluated based on their responses questions set forth in Attachment 1, with the exception of part E, "Cost to the University". To be eligible to advance to the second tier, a proposer must receive at least 70% of the available Tier 1 quality points and rank within the top three proposals. Those proposers receiving less than 70% of the total quality points in the Tier 1 evaluation or not ranked within the top three proposals will be eliminated from further consideration.
  - b. Tier 2: Following the Tier 1 evaluation, the top proposers meeting the 70% points requirement may be required to give oral presentations and/or additional information to the University representatives.

To determine the lowest cost per quality point, each proposer's quoted price (part E of Attachment 1) will be divided by the total quality points awarded during the Tier 1 and, if applicable, Tier 2 evaluation. Proposals may be evaluated by more than one University representative. If evaluated by two or more representatives, an average of all the quality points awarded per category will be used.

E. Factors that will be used to evaluate proposals include, but are not limited to:

1. With respect to qualifications, these factors will apply (not listed in an order of priority):
  - Expertise of personnel identified in this proposal
  - Achieved results with similar engagements
  - Expertise in system development, implementation, and training
2. With respect to the project, these factors will apply (not listed in order of priority):
  - Proposed approach, methodology and tools for completing requirements
  - Bidder presentation (if desired by University)
3. 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, costs, terms and conditions.
4. 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.
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.



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 beginning upon execution of the contract (but no later than August 1, 2008) extending through May 30, 2009.

XIII. 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.

XIV. MARKETING REFERENCES

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

XV. INSURANCE REQUIREMENTS

The successful bidder 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 6 of Attachment # 2, the University of California Professional Services Agreement. The certificate must be submitted to University prior to the commencement of services.

XVI. UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS

The University of California Standard Terms and Conditions for Professional Services Agreement shall be incorporated into the agreement resulting from this RFP; see Attachment 2.

XVII. OWNERSHIP OF WORK PRODUCT

A. Work for Hire: 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.

B. Existing Software: If contractor will be using an existing program (Program), the title to the Program shall reside with the licensor. Title to University-designed modifications, improvements, enhancements, additions, revisions, and derivative works shall reside with the University.

### XVIII. ERRORS AND OMISSIONS

If the bidder discovers any discrepancy, error, or omission in this RFP of 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 bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP.

**Attachment #1  
RFP Bid Format**

All bidders 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**

1. Please provide an introduction and general description of your company's background, the nature of business activities performed by the company, and your company's experience in providing services of a similar size and scope to those requested in section III, "Goals and Scope" of this RFP.
2. Please provide a list of the location(s) where this project would be managed and completed.
3. Can your company satisfy all University requirements as stated in the RFP? Please provide a statement detailing your company's ability to provide all services set for in this RFP.
4. Please describe your company's capabilities and experience in providing client training.

**B. Outline Proposed Services and Methodology**

Please provide a detailed description of the approach to all three phases of the project as described in this RFP. Include a detailed timeline for each of the three phases.

**C. Company Staffing**

Please provide a resume for key staff members who will be assigned to this project, detailing their background, training, and experience.

**D. References**

Please provide references of three clients for projects of a similar nature, size, and complexity. Each reference must include the client's name, complete address, telephone number, contact person involved in day-to-day oversight/management of the task, and a brief description of the project.

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**E. Cost to University**

Please clearly provide a detailed pricing proposal encompassing all three phases of the project.  
Note: Fees and costs must be broken out by phase.

**F. Signature**

Please have a person authorized to make this proposal on behalf of your company sign and date below.

by: \_\_\_\_\_  
(authorized signature)

print name: \_\_\_\_\_

title: \_\_\_\_\_

date: \_\_\_\_\_

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**PROFESSIONAL SERVICES AGREEMENT**  
([Name of Contractor])

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its University of California, Davis, [Department Name] (University) and [NAME OF CONTRACTOR] (Contractor).

The parties agree as follows:

1. Services. Contractor shall provide [include a brief description of professional services] (Services), as further described [in Contractor's Proposal set forth] in Exhibit A, attached hereto and by this reference made a part hereof. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
  - 1.1 Qualifications of Professional. Contractor warrants and represents that he, his associates, and any other person from whom he obtains Services and deliverables under this agreement, have the professional status as described and represented in his proposal or promotional material, and are qualified or licensed, as applicable, within the State of California or within the jurisdiction in which Contractor practices.
  - 1.2 Standard of Performance. Contractor shall provide Services in the manner of one who is a recognized specialist in the types of services to be performed, and in accordance with the professional and ethical standards applicable to Contractor's profession.
  - 1.3 Control of Services. Contractor shall be solely responsible for the conduct and control of Services, except that Contractor is accountable to [Reporting Official's Name] for the results of such Services.
2. Term. Services shall be provided from [Begin Date] through [End Date].
3. Compensation/Payment. Contractor shall be paid in accordance with the rates set forth in Exhibit B, attached hereto and by this reference made a part hereof, to a contract maximum not to exceed **[\$\$\$\$\$]**. Except as set forth in this section, such compensation shall be payable in arrears and upon invoice. Final payment shall be withheld pending completion of Services. Each invoice shall include this agreement's identifying number and a summary description of Services provided thereunder, and shall be submitted to the [Name of Department or School] Attn: [Departmental Representative], University of California, Davis, One Shields Avenue, Davis, CA 95616, telephone: (530) xxx-xxxx [and e-mail address].
4. Expenses. Contractor shall provide all equipment, materials, and related services necessary for him to complete his obligations pursuant to this agreement.
5. 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.

6. Insurance. Contractor warrants that he shall maintain policies of insurance containing the coverages and minimum limits described in the following subsections during the term hereof. Such coverages shall provide for 30 days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections 6.1. and 6.2. 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 party's direct supervision and control. Contractor shall provide University with certificates of insurance evidencing Contractor's insurance policy coverages, except that no certificate for workers' compensation insurance shall be required. If any insurance described in this section is written on a claims made form, it shall continue for three years following termination of the agreement.

- 6.1 General Liability. Comprehensive or commercial form general liability insurance. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

Each occurrence	\$1,000,000
General aggregate	\$1,000,000

- 6.2 Business Automobile Liability. Business automobile liability insurance. For owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than \$1,000,000.

- 6.3 Workers' Compensation. Workers' compensation insurance as required by California law.

- 6.4 Professional Liability Insurance. Professional liability insurance with liability insurance with the following minimum limits.

Each occurrence	\$2,000,000
Project aggregate	\$2,000,000

[NOTE: Professional liability insurance is required generally where the insured has the obligations of a licensed professional, i.e., lawyer, accountant, physician, etc.]

7. Contractor's Records. The following apply to records created or maintained by Contractor pursuant to this agreement:

- 7.1 Personal Information. Maintenance and dissemination of personal information is governed by the Information Practices Act of 1977 (Civil Code 1798, et seq.) and by University policy. Contractor shall collect personal or confidential information directly from the individual. Contractor shall inform the individual that a record is being made, the purpose of the record, and shall mark it "Confidential Information".

- 7.2 University Ownership of Records. Records containing personal information about individuals, including the sources of the information, are the property of University and subject to University policy and applicable federal and state laws. Contractor agrees to deliver all such records and copies thereof to University upon termination of this agreement.

- 7.3 Recording Devices. Contractor shall not use recording devices without notifying all parties to the discussion that the discussion is being recorded.
- 7.4 University's Right to Examine Contractor's Records. University, and upon University's approval, the contracting or grantor agency under government contracts or grants, and their authorized representatives, shall have the right to examine Contractor records related to this agreement for a period of five years after the final payment hereunder.
8. Conflict of Interest. Contractor shall comply with the following requirements:
- 8.1 Prohibited Employment. Contractor shall not hire any officer or employee of University or of any federal or state governmental entity related to this agreement.
- 8.2 No Conflict of Interest. Contractor affirms that no actual, apparent, or potential conflict of interest exists, nor will there exist such a conflict of interest between Contractor's, his principals' or his family's business or financial interest, and Services provided under this agreement.
- 8.3 Prohibited Relationships. Contractor shall not be a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Contractor's obligations under this agreement.
9. Confidentiality.
- 9.1 Unauthorized Disclosure. The work product produced under this agreement, shall remain private and confidential as between the parties. Contractor shall not disclose any work product to anyone not a party to this agreement.
- 9.2 Confidential Information Defined. Contractor shall keep confidential any information provided by University and marked "Confidential Information," or any information conveyed orally to Contractor by University with notification of its confidentiality, and followed by a written communication within five days affirming that information as Confidential Information. This paragraph shall not apply to any of the following:
- i. Information which Contractor can demonstrate by written records was known to Contractor prior to the effective date of this agreement;
  - ii. Information that is currently in, or in the future enters, the public domain other than through a breach of this agreement or through other act or omission of Contractor;  
or
  - iii. Information that is obtained lawfully from a third party.
10. Federal Contract Compliance. If this agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, Contractor shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
11. Use of University's Name. Contractor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

12. Force Majeure. Neither party shall be liable for damages suffered by the other party because of University's or Contractor's failure to perform if failure is due to any cause beyond that party's control.
13. Termination. This agreement may be terminated by either party upon ten days notice to the other; however, if Services are not performed to the sole satisfaction of University, University may terminate this agreement immediately upon written notification to Contractor. Notwithstanding the foregoing, University may immediately terminate this agreement for any reason following completion of any phase of the project. If this agreement is terminated at any time during the agreement period, Contractor shall be compensated for all completed services rendered up to and including the last day of service. University reserves the right to determine what shall be deemed completed services.
14. Notice. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY  
Business Contracts & Analysis  
University of California, Davis  
202 Cousteau Place, Suite 205  
Davis, CA 95618

CONTRACTOR

15. Federal Exclusion Warranty. Contractor warrants that he 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 Contractor is excluded from participation in any federal healthcare or procurement program.
16. Copyright. Any copyrightable article developed under this agreement as a deliverable as part of the Services constitutes work made for hire under the United States copyright laws, and all right, title and interest therein, including copyright, shall vest with University. In the event that such item of work does not qualify as a work made for hire under United States copyright laws, or for any other reason does not constitute a work made for hire, Contractor assigns all right, title and interest, including copyright to University, in perpetuity.
17. Independent Contractor Status. The parties are independent contractors. In the performance of this agreement Contractor will not be an agent or employee of University, will not be covered by University's workers' compensation insurance or unemployment insurance, is not eligible to participate in University's retirement programs, nor shall he be entitled to any University benefits.
18. Assignment. Contractor may not assign or transfer this agreement, or any interest or claim, without the prior written approval of University, and any decision to grant or withhold such approval shall be within University's sole discretion. The terms and conditions of this agreement shall be binding upon any assignee or transferee.
19. Governing Law. This agreement shall be construed pursuant to California law.



20. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
21. Entire 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.

AGREED:

CONTRACTOR

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Janice King  
Interim Associate Director  
Contracting Services  
University of California, Davis

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Taxpayer Identification Number /  
Social Security Number

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is required pursuant to sections 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.