

**UNIVERSITY OF CALIFORNIA, MERCED  
REQUEST FOR PROPOSAL**

**ISSUE DATE:** February 8, 2011  
**RFP NO:** UCM11011CD  
**DUE DATE:** March 10, 2011  
**TIME:** 4:00 p.m. (PT)

Proposals must be received by the due date and time to be considered.

All qualified, interested vendors are invited to submit proposals for:

**Student Refund Disbursement Services**

**for**

**UC Merced  
Student Business Services**



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- Bidder Inquiry Form
- Exhibit “1” FTE enrollment projections
- University of California Professional Services Agreement (sample)
- University of California Appendix “DS” (Data Security)
- Business Information Form

# 1 RFP Background and Intent

## 1.1 Organizational Context

### 1.1.1 University of California

Founded as the state's first and only land grant institution in 1868, the University of California is a system of 10 campuses with approximately 180,000 undergraduate and graduate students. The official research arm of the State of California, UC has five medical schools, four law schools and the nation's largest continuing education program. It also manages three national laboratories that are engaged in energy and environmental research and approximately 130,000 acres of natural habitat in California for research, teaching and outreach activities. The University's fundamental mission is teaching, research and public service.

### 1.1.2 University of California, Merced

UC Merced opened September 5, 2005 as the 10th campus in the University of California system and the first American research university of the 21st century. The campus significantly expands access to the UC system for students throughout the state, with a special mission to increase college-going rates among students in the San Joaquin Valley. It also serves as a major base of advanced research and as a stimulus to economic growth and diversification throughout the region. Situated near Yosemite National Park, with a current enrollment of 4,381 students, the university is expected to grow rapidly, topping out at approximately 25,000 students within 25 years.

## 1.2 Intent

The University of California, Merced invites proposals from experienced financial entities to provide disbursement services for efficient and timely delivery of financial aid refunds, monthly stipends, fee refunds, and other types of payments to UC Merced students. Some programmatic payments are made to non-UC Merced students. The University envisions a disbursement account into which payments and/or refunds would be deposited and from which students could spend their funds, receive them as cash from ATM machines, or transfer them to another bank or financial institution of their choice.

Bidders are encouraged to propose their best solution(s) to meet the requirements of the University as described in Section 3 of this RFP. While certain specifics are included in this request for proposal, the University is interested in other ideas and concepts from those participating in the process that would enable the University to offer state of the art and premier services to its students.

UC Merced requests that bidders extend the prices/discounts, terms and conditions in any resulting contract to the other UC campuses, if requested.

### **1.3 Contract Term**

The University expects to enter into an agreement with the successful financial service provider for a period of five (5) years with the option to renew for an additional five (3) year period if mutually agreed upon by both parties with all terms and conditions remaining the same. The actual contract term will be negotiated as part of the final agreement and mutually agreed upon by all parties.

### **1.4 Commitment**

The University makes no commitment to any minimum or maximum quantity or dollar volume of services from the selected supplier. All utilization of this agreement will be on an as needed basis by Student Business Services. The University reserves the right to purchase like and similar services from other suppliers as necessary to meet operational requirements.

## 2 Instructions to Bidders

### 2.1 Issuing Office and University Contact

This RFP is being issued by the University Purchasing Department which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

The only point of contact for administrative and technical issues regarding this RFP is:

Cindi Deegan, C.P.M.  
Director of Purchasing  
UC Merced  
1715 Canal Street  
Merced, CA 95340  
Phone: (209) 228-4083  
Fax: (209) 228-2925  
E-mail: [cdeegan@ucmerced.edu](mailto:cdeegan@ucmerced.edu)

### 2.2 Schedule of Events

Listed below are the key action dates/times for this RFP. If the University finds it necessary to change any of the dates as indicated below, an addendum to the RFP will be issued.

Release of RFP..... February 8, 2011  
Deadline for Questions regarding RFP..... February 23, 2011  
Proposal Due Date/Time.....March 10, 2011, 4:00pm, (P.T.)  
Anticipated Contract Award.....May 1, 2011

Note: The above dates are subject to change at the option of the University.

### 2.3 Proposal Receipt

Proposals are to be addressed and delivered as follows:

One (1) original hardcopy and three copies to:

Cindi Deegan  
Director of Purchasing  
UC Merced  
1715 Canal Street  
Merced, CA 95340

Phone: (209) 228-4083

Proposals shall be in a sealed envelope marked:

Name of Bidder  
RFP Number **UCM11011CD**  
Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will be returned to the bidder unopened.

## 2.4 Bidder Questions

Bidders are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, or omissions to the RFP, or if there are any questions as to any information provided in the RFP or by any other source, a request must be submitted via email or fax for clarification, interpretation or correction by the date listed above. Such inquiries must be directed to the buyer listed below. The University may be unable to respond to inquiries received too close to the bid submission deadline to permit a timely and comprehensive reply to all prospective Bidders.

Questions regarding this RFP must be submitted using the attached "Bidder Inquiry Form" no later than February 23, 2011. Please submit via email (preferred) or fax to:

Cindi Deegan  
UC Merced Purchasing Department  
Fax : (209) 228-2925  
[cdeegan@ucmerced.edu](mailto:cdeegan@ucmerced.edu)

## 2.5 Restriction on Communications

Except for the designated contacts listed above, Bidders are not permitted to communicate with University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of awards, except during:

- The course of a Bidders' conference;
- Oral presentations and site visits, if conducted.

If a Bidder is found to be in violation of this provision, the University reserves the right to reject their proposal.

## 2.6 Proposal Format and Required Submittals

Bidders are to provide a written proposal addressing the full scope specified under this RFP.

Proposals shall be submitted in the following format. Proposals in any other format will be considered informal and will be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. If the Bidder fails to provide any of the following information, the University may at its sole option, ask the Bidder to provide the missing information or evaluate the proposal without the missing information.

Proposals should include all of the elements listed, be clearly indexed and assembled (in accordance with the numbers and order listed below) and reference the corresponding RFP Sections and paragraphs.

1. Table of Contents - Proposals should include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 8.
3. Introduction and Executive Summary - This section should present an introduction and general description of the financial institution and experience; identifying and substantiating that it is well-qualified to provide the requested services for the University.
4. Technical Response as required by RFP Section 3. Provide proposed scope of services, address requirements and provide a complete response to all questions.
5. Bidder Qualification Information - RFP Section 4.
6. Cost Sheet - RFP Section 7.
7. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Sections 5.
8. Supplementary Information and Additional Comments as desired.

## 2.7 Bidder Representation

Each bidder, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

## 2.8 Simplicity of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Special bindings, color displays, etc., are not desired. Promotional materials are especially discouraged.



## **2.9 Complete Proposals**

All bids must be full and complete at the time of bid opening.

## **2.10 Amendments to RFP before Due Date**

No individual is authorized to amend any part of this bid in any respect, by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date. However, if necessary, supplemental information in addenda form will be provided to all prospective Bidders who have received this RFP from The University Purchasing Department. Failure of any Bidder to receive such addenda shall not relieve the Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this RFP.

## **2.11 Firm Proposals**

All Proposals shall be firm and fixed for 120 days following the deadline for RFP submissions, or until a contract is signed, whichever comes first.

## 3 Scope

### 3.1 Background Information

The University of California, Merced is interested in contracting with a financial institution with local presence to provide disbursement services for student refunds. The only options currently available for refund disbursement are EFT or paper check and only about 30% of the students are on EFT distribution. The University would like to provide additional options to the students as well as have the entire disbursement process handled by a financial service provider.

During the last Academic year (2009-2010) there were approximately 6,461 refunds generated at a total amount of \$15,284,000. For July 1, 2010 through September 28, 2010 (three months), there were 4,513 refunds generated at a total amount of \$10,195,400. The refund cycle is processed two times per week on Tuesdays & Thursdays, but may be run more or less often as needed.

UC Merced's student enrollment is growing rapidly and has increased from 875 FTEs in 2005 to over 4,300 FTEs currently. Reference Exhibit "1" FTE enrollment projections. As the enrollment continues to grow, the quantity and total dollars of refunds will also increase.

The Campus Cashier does not provide any check cashing services. There are two full-service ATMs on campus; Educational Employees Federal Credit Union, "EECU" and Merced School Employees Federal Credit Union, "MSEFCU", but there are no other banking services on the campus. The closest financial institution is about 4 miles from the campus.

Student disbursements are subject to federal and state regulations including Title IV requirements. Title IV of the Higher Education Act of 1965 as amended, covers the administration of the United States federal student financial aid programs. 70% of UC Merced students are needs-based and receive financial aid assistance.

Title IV requirements include:

- That students are informed when refunds are generated.
- Title IV requires a full service ATM on campus. The institution must provide an ATM or have a business relationship with a provider of a full service ATM.
- EFT cannot be a mandatory requirement for Title IV funds.

### 3.2 General Requirements

Following is a wish list" for the suite of disbursement services that we are looking for a financial institution to provide. Please review these general requirements and propose a disbursement solution that your institution feels will best meet the needs of the University and offer the best benefit to our students.

- 3.2.1 University of California Merced Student Business Services will prepare and transmit a single file of all student refund due following pre-scheduled time and date. Daily at the beginning of the term and twice a week the rest of the year.
- 3.2.2 Contracted bank, (“Contractor”) will do the following –
- a. Send electronic communication to the recipient on behalf of UC Merced with availability of refund and instruction on how to receive the funds.
  - b. Options for refund processing –
    - Deposit to existing bank account with the processing/contracted bank
    - ACH to other bank of the recipients choice
    - Add to Existing Paycard/debit card
    - Add a new Paycard/debit card
    - A paper check mailed to address on file
    - Provides the services in a secure/compliant manner according to legal and UC Policies.
- 3.2.3 Contractor provides the campus with small stock of generic card for emergencies and temporary replacements
- 3.2.4 Contractor provides replacement cards for lost/stolen cards
- 3.2.5 Contractor provides toll free number/live chat or other suitable means for customer services and be the first point of contact for the student refund processing related questions
- 3.2.6 Student Business Services at University of California Merced
- a. has the ability to pull disbursement on-line until the latest the banking regulations allow
  - b. run reports/statistics
  - c. has direct contact ability with customer services staff and frontline management including video chat
- 3.2.7 Transactions will be processed using ZBA accounts, no advance transfer of funds to the bank.

### 3.3 Other Contractor Requirements

- 3.3.1 Demand Deposit (DDA) Disbursement Account
- a. The Contractor shall observe and abide all applicable laws regulations, policies, and procedures including but not limited to those relative to programs of this type.
  - b. The Contractor will be responsible for all setup necessary to establish student DDA accounts.
  - c. Contractor is responsible for establishing accounts for all students. The University will provide access to students and information necessary to assist in the process.
  - d. All registered students will be provided a DDA accounts upon request. This account must be an FDIC insured DDA. Ability to receive account must be provided to entire University student population without pre-qualification or paper-signature required.
  - e. Each account will include the ability to use a debit card.
  - f. The Account will be kept in operation for a minimum of one year after completion of a course of study (withdrawal or graduation) unless the student requests that the account be closed.
  - g. Contractor must provide daily electronic transfers of payments from the university to authorized accounts with SAME DAY availability or, at the request of the account holder, initiate an electronic transfer (ACH) to another domestic bank account or generate a paper negotiable check for mail out within one business day.
  - h. Contractor will maintain all banking and personal information in a secured database in compliance with all Federal, State, and local regulations.
  - i. The Contractor will provide access to a secured website (maintained by the contractor) which will provide (but is not limited to) the following services:

- Ability to transfer funds from other accounts, 24/7.
  - Ability to automatically transfer funds to another financial institution within the United States.
  - Ability to deactivate and reorder an account holder's access card (see section 2.1.2).
  - Ability to provide additional access (parent, guardian, etc), at the account holder's discretion, for deposit and review.
- j. Accounts are to be provided free of charge to the account holder, with no charges for transactions such as, but not limited to the following:
- Minimum balances
  - Funds Transfers (into or out of)
  - Account maintenance
  - Bill pay
  - Access card replacement
- k. The account must be overdraft resistant, and overdraft proof is preferred.
- l. Account holders must be able to access account information online including a history of transactions and their current balance.
- m. Account holder should be provided with options for timely, preferably same day, email and cell phone text message notifications for:
- Daily account balances
  - Transactions, both debits and credits
  - Warning when balances fall below a threshold defined by the account holder.
  - Notification of any overdraft situations.
- n. The Account should provide budgeting tools for the account holder. This might include but is not to be limited to :
- Ability to split funds between spending and savings.
  - Auto transfers of specific amounts from savings on a set schedule
  - 24/7 account review
  - Spending reports by category, business, etc.
- o. Contractor shall note if they will provide programs to educate students on use of DDA accounts and personal finance through any of the following:
- Live classes and seminars
  - Web education
  - Budgeting, identity theft, credit usage, etc
- 3.3.2 Paycard/Debit Card
- a. The card would be separate from the University ID Card
- The card design would be exclusive to this type of account and be approved by both the University and Contractor.
- b. Card would be provided at no cost to account holder.
- c. The Card will be attached to a major payment network (i.e. Visa/Mastercard)
- d. The Card will have access to national ATM, and POS networks.
- e. Card will include all necessary branding and information to allow its acceptance at any location accepting a debit/check card through a major payment network.
- f. It is the intent of the University that students be able to access funds through campus ATMs at no cost to them. University will work with the Contractor and the provider of campus ATM services to develop a solution to provide students with access to campus ATMs at no cost to students for withdrawing funds from accounts provided to them under this RFP process.
- g. Card should have the ability to be requested, activated, deactivated and replaced online 24

hours a day/7days a week.

- h. Contractor will provide for timely replacement of lost, stolen or damaged cards.
- i. Contractor may utilize subcontractors or associates to assist in the program; however, the University reserves final approval of all entities involved in the program.

### 3.3.3 Potential Programs

The Contractor may be asked to assist the University in developing merchant loyalty or other programs to promote the use of the card.

## 3.4 Contractor Resources and Support

### 3.4.1 Contractor Support

- a. Please describe your account management and customer service programs. Include in the description, the following:
  - Days and hours of operation (using Pacific time zone)
  - Service location(s)
  - Methods of interaction (phone, fax, email, web-enabled knowledgebase, etc.)
  - Any limitations
- b. Please furnish the University with your institution's service/support standards. Include your company's service/support level agreement(s) and mission statement.
- c. Identify the individuals who will act as contacts for the University.
- d. Describe your institution's issue escalation levels and procedures.
- e. Describe your institution's approach to quality assurance, control, and continuous improvement.
- f. Does your institution offer financial education programs that may be offered to the students? If so, please describe.

### 3.4.2 Implementation Services

Describe any services your institution may offer to assist with implementation of the services proposed.

- a. Provide a proposed implementation plan
- b. Provide information on recommended University training, if any.

## 4 Bidder Qualification Information

The University believes that the previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation

Accordingly, prospective vendors must conform to the following minimum qualification standards and provide the required information in order to be considered for award.

Please respond to each point below in your proposal noting the section and item number.

### 4.1 Minimum Qualifications

- 4.1.1 Bidders must be able to demonstrate the capability of providing the required services by possessing adequate available resources, including personnel, facilities, production, access, processing and delivery capabilities, equipment, systems, organization structure, operation controls, quality control, and other related factors.
- 4.1.2 Bidders must have the ability to obtain the necessary insurance (ref. RFP Section 5.12)
- 4.1.3 Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- 4.1.4 Bidders must operate within the guidelines of all federal and state labor codes.
- 4.1.5 Bidders must have a Business Continuity Plan (BCP).

In addition to the information required above, University may request additional information either from the bidder or others, and may utilize site visits and bidder presentations, as reasonably required by the University to verify the bidder's ability to successfully meet the requirements of this RFP.

### 4.2 Vendor Profile

Bidders are to provide the following information about their company.

- 4.2.1 Description, including a short history, years in business, business plan and services offered.
- 4.2.2 Complete the attached Business Information Form.
- 4.2.3 Bidder must be able to demonstrate a record of past financial stability and positive indicators for future performance. Bidders are to submit an audited annual report or audit annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years.
- 4.2.4 Indicate the name and title of the person who will have the overall ongoing account management responsibility as specified in this RFP.

- 4.2.5 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

### **4.3 Experience and Reference Information**

The successful vendor shall be an organization that has an excellent record as a provider of the services detailed in this RFP.

- 4.3.1 Describe your background and experience in providing financial services.
- 4.3.2 Provide at least three (3) references of educational clients that are contracted with your institution for financial services. Please provide contact information.

### **4.4 Post-Qualification and Vendor Site Visit**

All Proposals submitted from vendors, who have not been pre-qualified, as a vendor to the University will be subject to post-qualification. Qualified status is based on such factors as financial resources, past performance with the University of California, delivery capability, experience, organization, personnel, technical skills, operations controls, equipment, facilities, quality control and other related factors which may be an indicator of a vendor's ability to perform.

## 5 Terms and Conditions

### 5.1 University of California Terms and Conditions

The University of California Professional Services Agreement, Appendix “DS” and the operating rules of the National Automated Clearing House Association (“NACHA”), shall be incorporated into an agreement resulting from this RFP.

### 5.2 University of California Employees

All proposals must indicate any/all known University of California employees and/or near relatives who hold a position in your organization or have been engaged as a consultant for your organization within the last two years. Also indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

### 5.3 Conflict of Interest

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

### 5.4 Ethics

Vendor will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University.

Throughout the term of any agreement resulting from the RFP, Vendor will not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The vendor and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Vendors, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The vendor will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.



## **5.5 University's Right to Reject or Modify**

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to the University. The University reserves the right to negotiate the modification of the proposal terms and conditions prior to the execution of a contract, to ensure a satisfactory procurement.

## **5.6 Supplemental Terms and Conditions/Modifications**

Any supplemental terms or conditions, or modification or waiver of these terms and conditions must be in writing and signed by Vendor and University.

## **5.7 Form of Agreement**

The contents of this RFP, RFP Addenda, and the proposal document of the successful Vendor shall become contractual obligations as part of the Contract if acquisition action ensues. Failure of successful Vendor to accept these obligations in a contractual agreement shall result in cancellation of award. The University reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Vendor for the purpose of obtaining the best possible contract.

## **5.8 Performance Standard**

All work performed shall be first class in every respect and shall conform to the highest standards of the industry.

## **5.9 Marketing References**

The successful bidder shall be prohibited from making any reference to University, in any literature, promotional material, brochures, or sales presentations without the express written consent of the University.

## **5.10 Disclosure of Records**

All bids, supporting materials, and related documentation will become the property of University. This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by University for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of University for information that has been designated as

confidential by the Vendor and on the basis of that designation, University denies the request for information, the Vendor will be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

**5.11 Audit Requirement**

Any agreement resulting from this RFP shall be subject to an examination and audit by the University and the State of California for a period of three (3) 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.

**5.12 Insurance**

The successful bidder shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate (Not applicable to the Comprehensive Form)	\$2,000,000.00

If the above 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.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000.00 dollars per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Workers' Compensation as required by California State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under a contract resulting from this RFP. Such certificates shall:

(1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.

(2) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.

(3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

### **5.13 Price Reasonableness**

Bidder certifies that prices quoted in proposals submitted in response to this RFP are the lowest prices quoted to any other University, governmental agency, other educational customer or similar customer.

### **5.14 Terms Included and Order of Precedence**

In submitting a proposal in response to this RFP, Bidder acknowledges that this RFP, including all appendices and attachments, and including service, financial and program specifications and terms and conditions will be incorporated in its entirety in any award issued in response to this RFP. Other documents to be incorporated in the Agreement shall include the Bidder's entire proposal, including all brochures, attachments and supplementary information. However, in the event of any conflict between the RFP and the bid, the terms of this RFP shall control, and govern any matter set forth therein that is not explicitly modified, added or deleted by the provisions of the subsequent Agreement.

### **5.15 Post-Qualification**

All proposals submitted from vendors who have not been pre-qualified as a vendor to the University will be subject to post-qualification. Qualified status is based on such factors as financial resources, past performance with the University of California, delivery capability, experience, organization, personnel, technical skills, operations controls, quality control and other related factors which may be an indicator of a vendor's ability to perform.

Judgment of the capability of any vendor or sub contractor is at the sole discretion of the University.

### **5.16 Termination of Agreement**

University may terminate the subsequent Agreement for cause or convenience, in whole or in part, at any time during the contract period. In the event of such termination, the University will provide a minimum of ninety (90) days prior written notice of the effective termination date and the extent thereupon and will pay for all services provided and accepted to the date of termination.

If within ten (10) days of receipt of written notice to Vendor from the University of Vendor's breach of any term and/or condition of the Agreement, Vendor fails to remedy said breach, the University may, with prior written notice, terminate the Agreement in whole or part at any time.

### **5.17 Oral Presentations**

Vendors selected for final evaluation may be required to make an oral presentation of their proposal. The presentation should include a demonstration of a software application developed by the vendor with similarities to that described in the project proposal. Such presentations also provide an opportunity for the Vendor to clarify their proposal to ensure a mutual understanding. Scheduling of time and location for these presentations will be arranged by the UC Merced Purchasing Department. Failure to comply with this scheduling procedure may result in Vendor disqualification.

### **5.18 Proprietary Rights Indemnity**

The successful Vendor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Vendor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by vendor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Vendor as soon as practicable of the suit or action alleging such infringement. Vendor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

## 6 Method of Award

### 6.1 Proposal Evaluation Method

Any contract(s) resulting from this Request for Proposal 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 financial services and financial benefits offered.

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

The University seeks the optimal total value solution. Factors that will be used to evaluate proposals include:

- Company profile, experience and strategic direction.
- Response to University's business requirements as specified.
- Range of financial service offerings.
- Processing methods and timelines.
- Implementation plan.
- Quality assurance and customer service approach.
- University costs.
- Incentives and financial revenue.

Submission of partial data may result in Bidder being deemed non-responsive. If there are any requirements defined in this RFP which are not included in a Bidder's bid at closing date of bid, a Bidder's bid will be deemed non-responsive and will be rejected.

### 6.2 Selection of Finalists

If it is determined to be in the best interests of the University, the Bidders identified as Finalists may be invited to undergo further evaluation. If the Finalists express an interest in continuing to participate in the evaluation process, the University may elect to request presentations and/or functional demonstrations. Finalists may be asked to provide additional information, including additional references. Finalist evaluations will be added to initial evaluation scoring.

### 6.3 Contract Award in Best Interest

The University reserves the right to accept or reject proposals on each item separately or as a whole, to make one award, multiple awards or no award, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the University may require in order to obtain the product(s) and/or services which best meets the needs of the University, as expressed in this RFP. The University reserves the right to negotiate the modification of, terms and

conditions with the bidder offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

## 7 Cost Sheet

### 7.1 Price Quotation

#### 7.1.1 Pricing

The University is pursuing this program in order to enhance service to students while realizing savings on processing and administration costs associated with disbursements. Vendor proposals should reflect the most cost efficient pricing strategy coupled with the highest number of service options for our students.

#### 7.1.2 Financial Incentives/Revenue

The University asks that vendors develop proposals that maximize convenience and service to our students. If financial incentives or revenues payable to the University are included as part of the proposal, they should be itemized along with the calculation methodology. If a financial incentive is offered, the University recommends vendors provide a commitment to a minimum annual revenue stream in addition to incremental increases associated with a reasonable metric for measuring program activity.

Contractors should provide a detailed description of any financial incentives for the University associated with their proposal, to include a summary of revenues payable to the University from the program along with a calculation methodology. One-time and recurring payments should be clearly differentiated, as well as escalators, proposed minimums, and revenue thresholds for proposed payouts.

## 8 Bidder Certification/Signature Page

AUTHORIZED SIGNATURE: The proposal must be signed with the full name and address of the Bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

As a vendor of goods and services to the University of California I/we certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principals set forth in Executive Order 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women, to take affirmative steps to hire and promote women, to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment, to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the University our policies and practices relating to our affirmative action program.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal, for Proposal number UCM11011CD University of California, Merced are understood and accepted.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY/STATE/ZIP CODE**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**TELEPHONE NO. WITH AREA CODE**



## **9 Attachments**

1. Bidder Inquiry Form
2. Exhibit "1" FTE enrollment projections
3. University of California Professional Services Agreement (sample)
4. University of California Appendix "DS" (Data Security)
5. Business Information Form