

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

**ISSUE DATE:** June 29, 2012  
**RFP NO:** UCM1021KM  
**DUE DATE:** August 6, 2012  
**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:

**Enterprise Document Management System**



**TABLE OF CONTENTS**

**1 RFP BACKGROUND AND INTENT ..... 4**

**1.1 ORGANIZATIONAL CONTEXT..... 4**

**1.2 INTENT ..... 4**

**2 INSTRUCTIONS TO BIDDERS ..... 6**

**2.1 ISSUING OFFICE AND UNIVERSITY CONTACT ..... 6**

**2.2 SCHEDULE OF EVENTS ..... 6**

**2.3 PROPOSAL RECEIPT ..... 6**

**2.4 BIDDER QUESTIONS ..... 7**

**2.5 RESTRICTION ON COMMUNICATIONS ..... 7**

**2.6 PROPOSAL FORMAT AND REQUIRED SUBMITTALS ..... 7**

**2.7 JOINT OR PARTNERING BIDS/PROPOSALS ..... 8**

**2.8 BIDDER REPRESENTATION ..... 8**

**2.9 SIMPLICITY OF PREPARATION ..... 9**

**2.10 COMPLETE PROPOSALS ..... 9**

**2.11 SPECIFICATIONS ..... 9**

**2.12 AMENDMENTS TO RFP BEFORE DUE DATE ..... 9**

**2.13 FIRM PROPOSALS ..... 9**

**3 SPECIFICATIONS ..... 10**

**3.1 GENERAL REQUIREMENTS ..... 10**

**3.2 UC MERCED DOCUMENT MANAGEMENT PERSPECTIVE..... 10**

**3.3 SPECIFIC REQUIREMENTS ..... 10**

**4 BIDDER QUALIFICATION INFORMATION..... 12**

**4.1 MINIMUM QUALIFICATIONS ..... 12**

**4.2 VENDOR PROFILE..... 12**

**4.3 EXPERIENCE AND REFERENCE INFORMATION ..... 13**

**4.4 POST-QUALIFICATION AND VENDOR SITE VISIT ..... 13**

**5 STANDARD TERMS AND CONDITIONS ..... 14**

**5.1 GENERAL ..... 14**

**5.2 DATA SECURITY..... 14**

**5.3 UNIVERSITY OF CALIFORNIA EMPLOYEES..... 14**

**5.4 CONFLICT OF INTEREST..... 14**

**5.5 ETHICS ..... 14**

**5.6 UNIVERSITY’S RIGHT TO REJECT OR MODIFY ..... 15**

**5.7 SUPPLEMENTAL TERMS AND CONDITIONS/MODIFICATIONS ..... 15**

**5.8 FORM OF AGREEMENT ..... 15**

**5.9 PERFORMANCE STANDARD ..... 15**

**5.10 MARKETING REFERENCES..... 15**

**5.11 DISCLOSURE OF RECORDS..... 15**

**5.12 AUDIT REQUIREMENT ..... 16**

**5.13 INSURANCE ..... 16**

**5.14 PRICE REASONABLENESS ..... 16**

**5.15 WARRANTY PERIOD..... 16**

**5.16 TERMS INCLUDED AND ORDER OF PRECEDENCE..... 16**

**5.17 TERMINATION OF AGREEMENT ..... 16**

**6 SPECIAL TERMS AND CONDITIONS ..... 18**

**6.1 HARMFUL CODE..... 18**

**6.2 SOURCE CODE ESCROW ..... 18**

**6.3 SOFTWARE ACCEPTANCE..... 18**

6.5 CONFIGURATION WARRANTY ..... 20

6.6 PROPRIETARY RIGHTS INDEMNITY ..... 20

**7 METHOD OF AWARD..... 21**

7.1 PROPOSAL EVALUATION METHOD ..... 21

7.2 EVALUATION CRITERIA..... 21

7.3 SELECTION OF FINALISTS ..... 21

7.4 CONTRACT AWARD..... 22

7.5 CONTRACT AWARD IN BEST INTEREST ..... 22

**8 COST SHEET..... 23**

8.1 PRICE QUOTATIONS – GENERAL INSTRUCTIONS ..... 23

8.2 SOFTWARE ..... 23

8.3 INSTALLATION, TEST AND IMPLEMENTATION COSTS ..... 24

8.5 MEDIA AND DOCUMENTATION..... 24

8.6 ADDITIONAL SUPPORT SERVICES ..... 24

8.7 ADDITIONAL COSTS ..... 25

**9 BIDDER CERTIFICATION/SIGNATURE PAGE..... 26**

**10 EXHIBIT A..... 27**

**11 EXHIBIT B..... 30**

**12 ATTACHMENTS..... 31**

- BIDDER INQUIRY FORM
- ATTACHMENT 1 – ENTERPRISE DOCUMENT MANAGEMENT SYSTEM RESPONSE
- ATTACHMENT 2 – COST SHEET
- UNIVERSITY OF CALIFORNIA APPENDIX “A” (TERMS AND CONDITIONS FOR PURCHASE)
- 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 ("UC") is a system of 10 campuses with approximately 225,000 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 ("University" or "UCM") 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 population of approximately 5,000 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 qualified vendors for a campus-wide enterprise document management system. The system shall include a document imaging, management, indexing, search, and workflow solution. Bidders will be required to submit a proposal on a main solution as defined in Section 3, plus two pilots.

Reference architectures for your proposed system shall include hardware requirements; however, costs for hardware are NOT requested/required at this time as hardware will not be included in a final award.

Proposals are to be based on the specifications provided in Section 3 of this RFP (which incorporates the referenced Attachment 1). The contract established with the vendor selected as a result of this RFP will provide for the installation, configuration, training and maintenance associated with this system.

UC Merced requires a vendor with demonstrated dedication to all requirements and is continuously responding to industry standards, innovation, and demonstrated reliability in customer support and training. The University intends to develop a strong professional relationship with the awarded supplier in the ongoing operation and development of an integrated and comprehensive solution. Although the University intends to select one supplier with a comprehensive solution, a best of breed approach that addresses the requirements may also be considered if it is determined to be in the best interest of the University.

### 1.2.1 Initial Contract Term

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of four (4) years.

### 1.2.2 Optional Renewal Term(s)

University may, at its option, extend or renew the agreement for two (2) additional one-year periods at the same terms and conditions.

## 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:

Karen Meade, C.P.M.  
Principal Buyer  
UC Merced  
1715 Canal Street  
Merced, CA 95340

Phone: (209) 228-4611  
Fax: (209) 228-2925  
E-mail: [kmeade2@ucmerced.edu](mailto:kmeade2@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.....June 29, 2012  
Deadline for Questions regarding RFP.....July 16, 2012  
Proposal Due Date.....August 6, 2012, 4:00pm  
Anticipated Contract Award.....TBD

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

### 2.3 Proposal Receipt

Proposals are to be addressed and delivered as follows:

One (1) original hardcopy (**with separate/sealed pricing**) and Seven (7) soft (e.g., CD, flash drive, etc.) copies (**without pricing**) to:

Karen Meade, C.P.M.  
Principal Buyer  
UC Merced  
1715 Canal Street  
Merced, CA 95340

(209) 228-4611

Proposals shall be in a sealed envelope marked:

Name of Bidder  
RFP# UCM1021KM

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 in Section 2.2 above (and immediately below). 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 July 16, 2012. Please submit via email (preferred) or fax to:

Karen Meade  
Purchasing Department  
UC Merced  
Fax : (209) 228-2925  
[kmeade2@ucmerced.edu](mailto:kmeade2@ucmerced.edu)

## 2.5 Restriction on Communications

Except for the designated contact(s) 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, reject the Proposal, ask the Bidder to provide the missing information, or evaluate the proposal without the missing information.

Proposals should include all of the elements listed below, 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 9.
3. Introduction and Executive Summary - This section should present an introduction and general description of the company's background, nature of business activities, 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. Address all requirements related to your proposal, provide a complete response to all questions and provide complete technical specifications and product literature for each model bid.
5. Bidder Qualification Information - RFP Section 4.
6. Cost Sheet - RFP Section 8. (Note: Do not provide costs in any section of your proposal/response other than in Section 8.)
7. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Sections 5 and 6.
8. Supplementary Information and Additional Comments as desired.
9. Proposed Software License, if any.

## **2.7 Joint or Partnering Bids/Proposals**

A joint bid/proposal, submitted by two or more Vendors proposing to participate jointly in performance of proposed work may be submitted. To be considered responsive, any such joint bid/proposal must respond to all the requirements of this RFP. However, a single Vendor must be clearly identified as the "Primary Vendor" who will assume primary responsibility for performance of all other joint Vendors and all subcontracts to every level. The Primary Vendor must identify themselves as such and submit the proposal under their company name and signature. If a contract is awarded in response to a joint bid/proposal, the Primary Vendor must execute the contract and all Partner Vendors must verify in writing that the Primary Vendor is authorized to represent them in all matters relating to the contract. At least one of the Vendors must have attended any and all mandatory Pre-Proposal or other meetings. The University assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

## **2.8 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.

## **2.9 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.

## **2.10 Complete Proposals**

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

## **2.11 Specifications**

Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If products and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder (contractor) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at bidder's own expense.

## **2.12 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.

## **2.13 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 Specifications

### 3.1 General Requirements

This section sets forth the specific functionality and interface requirements for the Enterprise Document Management System solution(s). **Bidder proposals should address all of the listed requirements in the sections and order presented below with a response acknowledging an understanding of the requirements and the bidder's approach to fulfilling the requirements.** Please provide step-by-step explanations and detailed descriptions as opposed to "yes/no" answers.

Each proposal should recommend an implementation plan that will be effective and long term, including but not limited to, recommended software, implementation, training, consulting services, and support for the main enterprise solution and two pilots, UCM1021KM- Pilot 1 (Exhibit A) and UCM1021KM- Pilot 2 (Exhibit B) as part of the RFP response. Ensure that an implementation plan (including resources, timeline, and not-to-exceed hours) is submitted separately for each of the two pilots. University may elect to contract for one or both pilots in addition to the main Enterprise Document Management System. Hardware is NOT being requested in this RFP; however, proposers are asked to respond with hardware recommendations.

### 3.2 UC Merced Document Management Perspective

The Enterprise Document Management System (EDMS) will be used as a campus wide application for document imaging, management, workflow, online form creation and document archiving/retention needs. It must be scalable to support the long-term plan of 2500 users and approximately 100 enterprise applications. It must integrate with SunGard's Banner, the University's Student Information System, and have standard interfaces allowing other applications to use the different components of the system.

The University currently uses DocuShare as our Document Management System and has over 200,000 documents stored in the system. Furthermore, the University has over 1.5 TB of documents stored on our NAS/SAN which may need to be brought into the system. The scope of this RFP does not need to include moving these documents over, but the solution must be scalable to support this activity. There are several hundred thousand paper-based documents that will need to be scanned over time and brought into the system. The University is currently adding over 100,000 documents per year with a growth rate of 10-15%.

### 3.3 Specific Requirements

Please review and respond to the requirements in Attachment 1, including architecture to support the projected growth described above. The items in the Minimum Systems Requirements list (immediately below) must be available in the current release and, with the exception of hardware, be included in the RFP cost proposal (Section 8). Minimum system requirements are identified below. **Please indicate whether or not your proposed solution complies or not by stating after each requirement below either "Comply" or "Exception", as appropriate.**

#### 3.3.1 Minimum System Requirements

- 1) Functional

- a. Full indexing of documents which are added allowing for full text searching \_\_\_\_\_
- b. Must support scan station standards (TWAIN) and allow for individual and mass intake of paper based documents and conversion and automatic coding/mapping/organizing of those documents into electronic versions \_\_\_\_\_
- c. Must support Microsoft Office documents and email and the intake/coding/mapping/organizing of those documents in the system \_\_\_\_\_
- d. Must have a GUI workflow tool and also a programming interface to make more complex workflow solutions \_\_\_\_\_
- e. Must support Optical Character Recognition and Image Character Recognition \_\_\_\_\_
- f. Must support commenting and annotation with the ability to have those be based on permissions to allow printing or viewing of comments based on those permissions \_\_\_\_\_
- g. Document check-in/check-out \_\_\_\_\_
- h. Versioning of documents \_\_\_\_\_
- i. Users ability to manage permission on their documents and folders and be able to assign those without an admin intervening \_\_\_\_\_

## 2) Technical

- a. Must support WEBDAV or web services/apis for the uploading/downloading of documents from applications \_\_\_\_\_
- b. Support for single sign on either JA-SIG Central Authentication Services or Shibboleth \_\_\_\_\_
- c. Must support LDAP or AD for group and user management \_\_\_\_\_
- d. Must integrate with Hitachi and IBM SAN for storage \_\_\_\_\_
- e. Full Web Services and APIs for using functions in the system \_\_\_\_\_

## 3) Integration

- a. Integrate with SunGard's Banner Student Information Systems through Web Services or APIs \_\_\_\_\_
- b. Integrate with Raiser's Edge – Advancement system through Web Services or APIs \_\_\_\_\_

### 3.3.2 Full System Requirements

Bidders must address all items above, providing sufficient information for UCM to determine that Bidder's proposed solution(s) satisfies all of the requirements of this specification. UCM shall solely determine if proposed configuration(s) satisfies the requirements as addressed herein. Our detailed functional requirements are in Attachment 1 – Enterprise Document Management System Technical Response. Please provide detailed responses to all items directly on Attachment 1 and submit this document as part of your proposal. If any questions are not applicable, please indicate as such with "N/A".

## 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, order 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.: Article 17 of the enclosed University of California Terms and Conditions of Purchase, Appendix A)
- 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.

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.

In addition to the foregoing information submitted by bidders, the University shall have the right to consider other verifiable information bearing on financial stability and strength, including other independent reports or publicly available data.

### 4.3 Experience and Reference Information

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

- 4.3.1 Describe generally your background and experience in providing Enterprise Document Management Systems hardware, software, installation, maintenance, and training.
- 4.3.2 Bidders should provide at least three (3) references from 4-year colleges, universities, and/or community colleges of projects similar in size and scope (i.e., that use your product as an enterprise document management system and integrate with an ERP, specifically SunGard's Banner Student Information System.) Please provide contact information: company name and address, contact name, phone number, and email address. At least one customer reference should have a vendor system supported by the same service organization that would support University, if Bidder is awarded a contract.

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

- 4.4.1 All respondents shall provide information which addresses the following programs specific to higher-education:
  - a. Number of Carnegie Research I institutions with significant use of vendor's products;
  - b. Product lines of particular interest to higher education; recognition and adoption of features important to higher education customers;
  - c. Conferences and similar events tailored to higher education audiences;
  - d. Track record of research partnerships and similar activities with research universities and higher educational organizations;
  - e. Marketing programs geared to higher education;
  - f. Provide information on any partnership opportunities available to UC Merced,

## 5 Standard Terms and Conditions

### 5.1 General

The University standard terms and conditions of purchase are defined in the attachment titled University of California Appendix A. If negotiated terms and conditions currently exist between the University and the awarded supplier for other services/products, then those terms and conditions may apply if the University deems that it is in its best interest.

### 5.2 Data Security

Terms and conditions applicable to data security are defined in the attachment titled University of California Appendix DS.

### 5.3 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.

### 5.4 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.

### 5.5 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.

## **5.6 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.

## **5.7 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.

## **5.8 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.

## **5.9 Performance Standard**

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

## **5.10 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.

## **5.11 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.

### **5.12 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.

### **5.13 Insurance**

Prior to the commencement of any work under a contract, the awarded vendor shall provide evidence of current insurance pursuant to the attached University of California Appendix A, Article 17.

### **5.14 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.

### **5.15 Warranty Period**

Vendor warrants that a hosted solution or software provided under a contract awarded as a result of this RFP will perform substantially as proposed without substantial errors or operational problems, for a minimum period of one (1) year after acceptance ("Warranty Period") or more if specified as such elsewhere in this RFP document. During the Warranty Period, Vendor will provide any/all onsite or offsite support necessary to correct errors and/or restore performance without additional charge to University.

### **5.16 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.

### **5.17 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 forty-five (45) 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 Special Terms and Conditions

## 6 Special Terms and Conditions

### 6.1 Harmful Code

Licensor's software shall not install, nor permit any other party to install, any timer, key lock, "back door," or any other means or device that allows unauthorized access to and/or compromises the University's computers, networks or databases. Licensor shall take reasonable precaution to protect the University from harm including but not limited to enforcing sound software engineering practices in the design and coding of its software, keeping the software used in the creation and distribution of software current with security patches issued by their respective manufacturers, regularly scanning computers used in the creation and/or distribution of software for presence of harmful code, and verifying that the media use to transmit the Licensor's software to the University are free of such harmful code. Licensor shall notify the University forthwith if vulnerability is found in its software or in the manner in which said software interacts with any component of the database or web server, the .NET framework or the operating system, and shall expeditiously remedy such vulnerability on the University's installations. Licensor shall be responsible for similarly correcting such flaws in any third-party software components that Licensor has delivered as part of the Licensor's Software. The University shall operate the Licensor's software in an environment that is current with security patches issued by its respective manufacturers, regularly scanned for presence of harmful code and protected from outside tampering by firewalls and such other means as are usual and customary to protect networks and their connected computers from unauthorized access.

### 6.2 Source Code Escrow

If requested by University, the successful Bidder agrees to negotiate a source code escrow agreement to specify certain conditions under which University will have access to the software source code. This source code will be made available to the University in the event that Vendor is no longer able to provide maintenance and support, for example, in the event Vendor's corporation is dissolved.

### 6.3 Software Acceptance

#### 6.3.1 Definitions

The following definitions shall apply to this section:

"Acceptance Testing" means those tests performed during the Performance Testing Period which are intended to determine compliance of the Software with the specifications defined in the Agreement, including all attachments incorporated therein by reference.

"Performance testing period" means a period of time during which the university, by appropriate tests and production runs, evaluates the performance of newly installed equipment and software prior to its acceptance by the University

"System" means the complete collection of hardware, software and services as described in the Agreement, integrated and functioning together, and performing in accordance with the specifications.

"Software" means the software products identified in the contract or statement of work.

### 6.3.2 Acceptance Testing

This paragraph establishes a standard of performance that must be met before any System is accepted by the University. Licensor shall give ten (10) business days prior written notice, or such shorter notice as may be agreed, of the date when the System will be ready for Acceptance Testing. The Performance Testing Period will begin on the date that Licensor certifies that the System is ready for testing. The System must meet the standard of performance for a minimum of six (6) months by operating in conformance with the functional descriptions and technical specifications set forth in this Agreement (which includes the RFP and the Proposal referenced above) Any and all claims for non-performance shall be documented and the University shall provide Licensor with documentation and data to support such claims, for the purpose of correcting the problems. The University shall not be subject to any charges, either prior to, or retroactively, associated with Licensor's requirement to achieve this performance level.

### 6.3.3 Continuance of Performance Testing Period

In the event the software does not meet the standard of performance during the initial 30 consecutive days, the performance period must continue on a day-to-day basis until the standard of performance is met for a total of 30 consecutive days.

### 6.3.4 Failure to Meet Standard of Performance

If the System or any portion thereof fails to pass the Acceptance Tests after the first 90 days of the testing period (or any extensions thereof approved by the University) and is not in accordance with the contract, the University shall have the right to:

- a. Extend the testing period, or;
- b. Require the Licensor to supply, free of charge, such additional or replacement Software as may be necessary to enable the System to pass the Acceptance Tests, or;
- c. Accept and retain such of the Software as may be considered expedient at such reduced price as may be agreed between the University and the Licensor; or;
- d. Reject the Software where it is not in accordance with this Agreement, or;
- e. Terminate the contract for Licensor's default as provided in Article 4B of University of California Terms and Conditions of Purchase, Appendix "A"

As soon as the System has been completed in accordance with the contract and has passed the Acceptance Tests, the University shall advise the Licensor, in writing, stating the Acceptance Date and any outstanding defects in the System. If by agreement between the University and the Licensor any part of the System shall be satisfactorily completed in advance of the remainder, the University may issue in writing, to the Licensor the acceptance with respect to that part.

## 6.4 Business Termination

In the event the Licensor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its assets or avails itself of or becomes subject to any proceeding under the federal bankruptcy code, as amended, or

any other statute of any state relating to insolvency, or the protection of the rights of creditors, then the University shall retain the rights to use the products licensed herein.

## **6.5 Configuration Warranty**

Bidder warrants that the software and services specified in Bidder's proposal in response to this RFP, including Bidder recommended third party products; include all items, components, quantities, services, etc. necessary to provide the University with the functional and performance capability required by the RFP unless otherwise stated in the Bidder's proposal. Should additional items be required in order to meet the performance standards included in the RFP and Bidder's response, the Bidder shall provide them to the University at no additional cost.

## **6.6 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.

## 7 Method of Award

### 7.1 Proposal Evaluation Method

The contract(s) resulting from this RFP, if any, shall be awarded to the responsive, responsible vendor(s) whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the solicitation. Proposals will be evaluated by a University appointed team using a quality point system and a two-step evaluation method. Proposals deemed administratively responsive, will be initially evaluated based on vendor qualification information provided in response to Section 4 of this RFP. Bidders that meet the University's minimum qualification level will be further evaluated based on the criteria listed below.

Award shall be made based on the lowest cost per quality point as determined by the University. The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the University's requirements. Proposals receiving less than 70% of the total quality points available will be considered non-responsive and eliminated from further consideration.

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.

### 7.2 Evaluation Criteria

Quality points will be awarded to each proposal based on the following:

- Technical solution (including, but not limited to: functionality, scalability, capabilities, features, ease of use [intuitiveness], etc.)
- Implementation plan
- Future planned enhancements, R&D
- Vendor resources, account management, and strategic direction
- Support, training, and documentation
- Warranty and maintenance

### 7.3 Selection of Finalists

Bidders whose proposals are evaluated will be ranked in order of lowest cost per quality point to highest cost per quality point based on the University's anticipated licensing needs. In the event that the University determines that the scores are close enough to warrant further evaluation, UC may elect to declare two or more Bidders with the lowest cost per quality point rankings as Finalists, and conduct a second stage of evaluations.

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. It is anticipated that Finalists will be invited to make an oral presentation of their proposal and provide functional demonstrations (e.g., in-person or WebEx demonstrations) focused on providing insights into the tool's functionality and Banner integration capabilities, creating a sandbox for use by evaluation committee members. Scheduling of time and location for these presentations and demonstrations will be arranged by the UC Merced Purchasing Department. Failure to comply with this

scheduling procedure may result in Vendor disqualification. Finalists may also be asked to provide additional information, including additional references.

Finalists shall be awarded additional points based on the quality of their presentations/site-visits, etc. and how well their products, as presented and further evaluated, will meet the University's needs. These points will be factored into the existing cost-per-quality point score to produce the new lowest cost-per-quality point score.

Finalists may also be requested to submit a best and final cost proposal offer.

#### **7.4 Contract Award**

The quality points awarded for each of the criteria will be averaged. These averages will then be added together to produce a quality points total. The total proposed cost will then be divided by the total quality points to determine the lowest cost per quality point proposal. One or more of the proposals offering the lowest cost per quality point scores which the University, in its sole discretion, elects to exercise will be recommended for award. Should the bidder(s) refuse or fail to accept the tendered purchase contract, the award may be made to one or more of the other bidders in the group with the lowest cost per quality point scores.

#### **7.5 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.

## 8 Cost Sheet

### 8.1 Price Quotations – General Instructions

Cost proposals must be submitted for the items listed below on Attachment 2 – Cost Sheet, supplying information for years 1, 2, 3, and 4. You may add lines as needed and indicate “N/A” where applicable, however, do not delete any lines included in the form. Itemize all costs, including but not limited to: software, implementation, configuration, professional services, and training for the following:

1. **RFP# UCM1021KM** – Respondent’s main/overall proposed solution

Provide the costs required to support 900 licensed users plus the cost for additional users; however, University would prefer concurrent licensing. Please indicate any additional costs for other tools and any additional hardware requirements if proposing a best of breed solution. Also provide costs for customizations if custom software needs to be added to meet our feature set.

2. **RFP# UCM1021KM – Pilot 1** – Student Cancellation Form (see Exhibit A), and

3. **RFP# UCM1021KM – Pilot 2** – Batch Importing Applicant Employment Files from NFS Share (see Exhibit B).

Cost proposals must include sufficient itemization to enable the University to uniformly evaluate the cost elements of all proposals. If cost proposals are not complete and/or do not clearly indicate all cost elements for cost comparison purposes, proposals may be rejected by the University.

All prices are to be inclusive of all costs, excluding tax. Pricing shall be FOB destination, net 30 days (or better) following acceptance.

Following contract award and prior to final acceptance by the University, if the supplier’s standard purchase price for any service or component decreases, University shall benefit from a corresponding decrease in the bid price.

Are the prices offered in your proposal response the lowest afforded any other customers, including other University of California campuses? Yes \_\_\_\_\_ No \_\_\_\_\_

### 8.2 Software

#### 8.2.1 Initial License Costs

Provide complete pricing and itemize all initial license costs. Provide pricing on any optional modules available that are not specifically requested in this RFP but may be of interest to the UC Merced campus.

If pricing for software proposed is based on student headcount, provide pricing information based on campus student headcount of 5,000 students and provide additional pricing (if applicable) that will accommodate student population growth to 7,500 students. Provide pricing in incremental increases in student population of 1,000.

Please differentiate costs by module or function.

### 8.2.2 Software Warranty

Indicate the length of the software warranties for all software proposed and provide information regarding what the warranties include.

### 8.2.3 Maintenance/Support Costs

Indicate if product licenses include maintenance/support and if so, describe all maintenance/support services provided. If maintenance/support is not included in license cost, indicate if it is mandatory or optional. Provide information on all maintenance/support programs available and provide associated pricing for years one through five for all licenses proposed.

### 8.2.4 Additional Software

Provide pricing structure on additional products that the University may purchase during the first four years following contract commencement. (i.e., discount from published pricing, etc.).

## 8.3 Installation, Test and Implementation Costs

Please describe the software installation costs or indicate that these costs are included in the bids for the system. Provide cost breakdown for installation, test and implementation. This must include all installation costs, through final implementation and acceptance of the system. Separate the costs for installation/implementation as follows:

- a. Software Installation/Implementation cost
- b. Travel expense for vendor implementation and/or training that is NOT included in pricing above.

## 8.4 Training

Provide pricing for training programs available and indicate recommended training and associated costs. Provide start-up training costs. Identify the type of training required and whether the training is on-site or off-site.

## 8.5 Media and Documentation

Provide costs for media and documentation if not included in above pricing. **Indicate if media and documentation is available in electronic format only, at the University's option, to avoid payment of State of California tax fees.**

## 8.6 Additional Support Services

Provide the cost for any optional/additional support services, including hourly rates (for various positions that may be needed) and estimated expenses.

**8.7** Provide any additional costs not included above, making sure to include the items below in Section 8 of your proposal response, if applicable:

- a. Initial investment.
- b. Scan volume fees or other “hidden” fees, if any.
- c. Any/all predictable recurring payments. (Pricing must be stable.)
- d. Subscription options (e.g., monthly, quarterly, annually).
- e. Whether pricing is based on usage or number of licenses.
- f. Indicate if licenses can be used concurrently without extra costs.
- g. Include the range of deployment and licensing alternatives you offer.

## 9 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 University of California, Merced Request for Proposal# UCM1021KM are understood and accepted.

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

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

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

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

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

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

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

## 10 Exhibit A

### Pilot 1 Student Cancellation Process

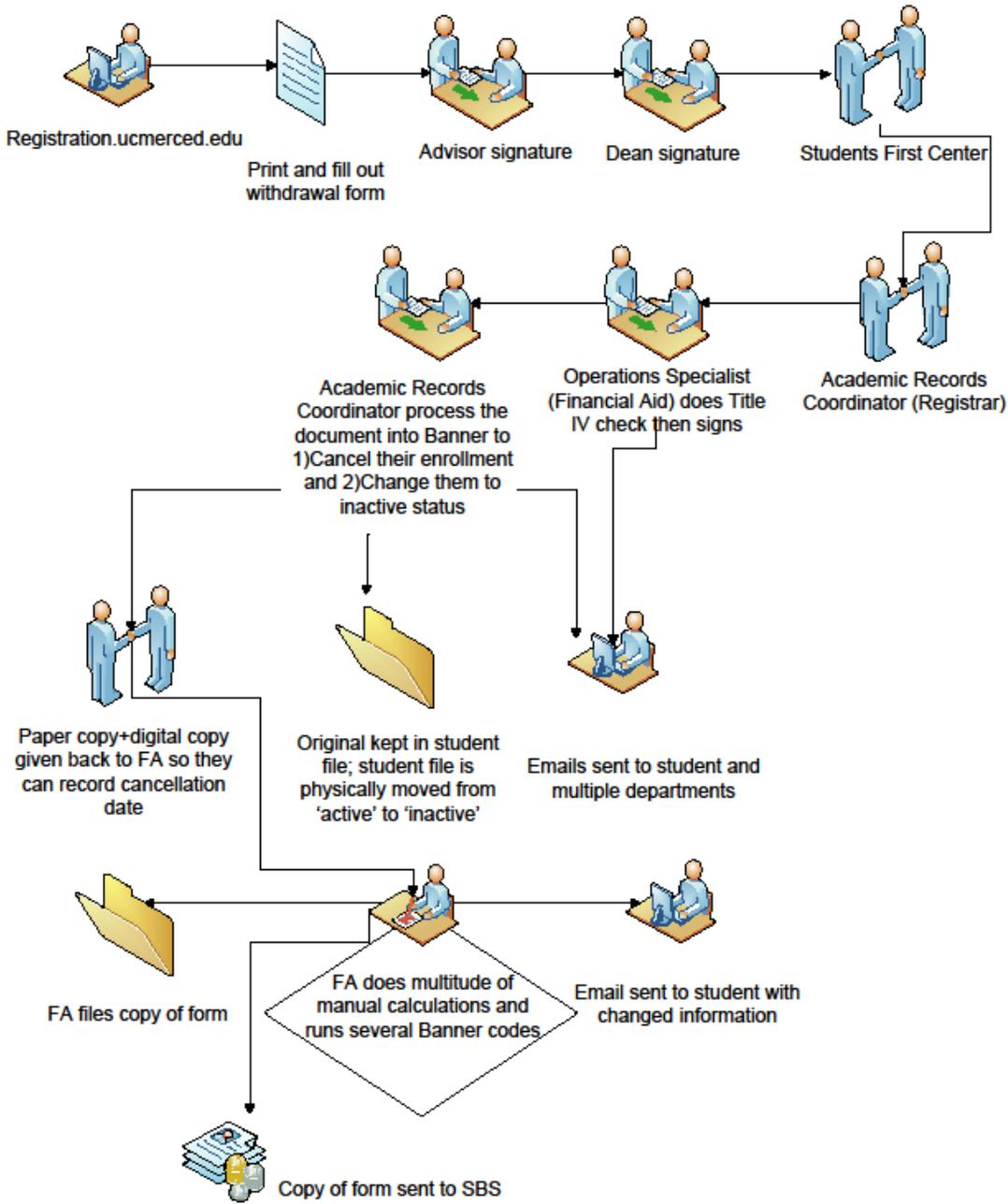
Work with UC Merced staff to develop a pilot process for an online form and workflow process allowing students to submit Student Enrollment Cancellation forms.

This form will be available online and able to pull data from Banner or our Single Sign On system when a student authenticates to pull their personal information and school information.

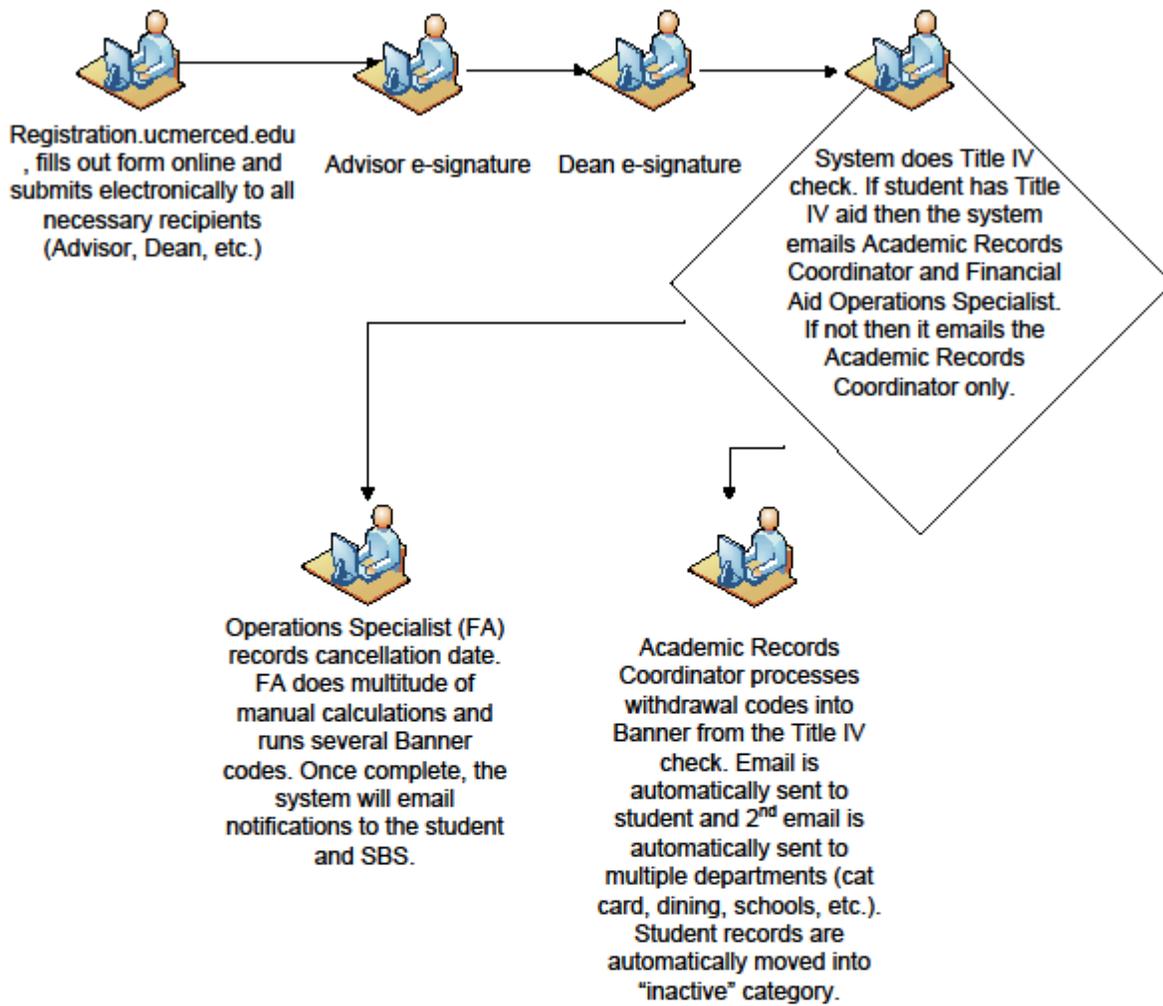
Once the student submits the form, the form will be routed to their advisor and dean for approval and then routed to Student Affairs for processing.

The diagrams below (next page) outline how the full workflow process work today (Current Registrar-Student-Withdrawal Workflow) and are anticipated to work after implementation of an Enterprise Document Management System (Projected EDMS Registrar-Student-Withdrawal Workflow); however, data and documents will need to be entered into Banner and into the Enterprise Document Management System repository.

Current Registrar-Student-Withdrawal Workflow:



Projected EDMS Registrar-Student-Withdrawal Workflow:



## 11 Exhibit B

### Pilot 2

## Human Resources – Personnel Application Web-based System (PAWS) Data Importing and Searching

UC Merced has a Personnel Application Web Based System that stores files for applicants applying for employment with UC Merced.

PAWS stores applicant data in a database and their cover letter, resume, and supporting files are stored on a network file server. Files are uploaded as PDFs, Word, Excel, and TXT files.

The pilot will need to provide the following:

- Import 350,000 files from the Network File Share and add them to the repository
- Assign metadata from our PAWS database and fully index the content of the files for searching.
- A form to allow searching of the data files.
- Limited permissions restricted to Human Resource staff
- Development of a Human Resources group
- Web-based access with Single Sign On

## 12 Attachments

- Bidder Inquiry Form
- Attachment 1 – Enterprise Document Management System Technical Response
- Attachment 2 - Cost Sheet
- University of California Appendix “A” (Terms and Conditions for Purchase)
- University of California Appendix “DS” (Data Security)
- Business Information Form