

UNIVERSITY OF CALIFORNIA, MERCED
REQUEST FOR PROPOSAL

ISSUE DATE: October 11, 2011
RFP NO: UCM1005
DUE DATE: November 8, 2011
TIME: 4:00 p.m. (PT)

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

THIS IS NOT AN ORDER

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

**Prototyping and Initial Development (Phase I) of the
Undergraduate Research Database Recommendation System**



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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 Regents of the University of California (UC) 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 (also referred to as "University") 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 just under 5,200 students, the University is expected to grow rapidly, topping out at approximately 25,000 students within 25 years.

1.1.3 University Undergraduate Academic Environment

UC Merced, as of 2010-2011, offers the following undergraduate majors and minors:

Undergraduate Majors

Anthropology, B.A.
 Applied Mathematical Sciences, B.S.
 Bioengineering, B.S.
 Biological Sciences, B.S.
 Chemical Sciences, B.S.
 Cognitive Science, B.S., B.A.
 Computer Science and Engineering, B.S.
 Earth Systems Science, B.S.
 Economics, B.A.
 Environmental Engineering, B.S.
 History, B.A.
 Literatures and Cultures, B.A.
 Management, B.S.
 Materials Sciences and Engineering, B.S.
 Mechanical Engineering, B.S.
 Physics, B.S.

Undergraduate Minors

American Studies
 Anthropology
 Applied Mathematical Sciences
 Arts
 Chemical Sciences
 Chicano/a Studies
 Cognitive Science
 Economics
 Environmental Science and Sustainability
 History Literatures and Cultures
 Management
 Natural Sciences Education
 Philosophy
 Physics
 Political Science

Political Science, B.A.
Psychology, B.A.
Sociology, B.A.

Psychology
Public Health
Services Science
Sociology
Spanish
Writing

1.2 Intent

This is a Request for Proposal (RFP) for the development of a customized, easy-to-use, internet-accessible software assistant that will increase the success of undergraduate students at the University as they attempt to discover and access library and non-library information resources needed to complete scholarly research projects related to their coursework.

Research projects conducted by undergraduate students are frequently driven by the need to fulfill the requirements of specific assignments generated from within the framework of formal course curricula. While support for these sorts of class-related research projects is the central focus of this development effort, the resulting Undergraduate Research Database Recommendation System (URDRS) will ideally also provide assistance to students conducting independent research. Ultimately, use of this system should also contribute to the education of undergraduate students more directly by communicating the range and utility of electronic resources made available by the library and on the web at large. In other words, the URDRS will be a tool that both increases student success at discovering and accessing information resources while simultaneously improving students' information literacy by teaching students about information resources as they discover and access them.

Qualified suppliers are invited to submit proposals that are to be based on the specifications provided in Section 3 and other requirements as instructed in this RFP. It is the University's intent is to enter into a contract and work collaboratively with the successful bidder for the prototyping and initial development of this URDRS. If successful, future phases may be developed.

2 Instructions to Bidders

2.1 Issuing Office and University Contact

This RFP, and any subsequent addenda, 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 all contractual and procurement matters regarding this RFP is:

Karen Meade, C.P.M.
Principal Buyer
University of California, Merced
1715 Canal Street
Merced, CA 95340
Phone: (209) 228-4611
Fax: (209) 228-2925
E-mail: 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.....October 11, 2011
Deadline for Submitting Questions regarding RFP.....October 24, 2011
Proposal Due Date/time.....November 8, 2011, 4:00pm
Anticipated Award Date.....December 16, 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 with pricing** (Cost Sheet – Section 8), and one (1) **original hardcopy without pricing, and four (4) electronic copies without pricing** (Word or PDF format) to:

Karen Meade, C.P.M.
Principal Buyer
University of California, Merced
1715 Canal Street
Merced, CA 95340

Proposals shall be in a sealed envelope marked with the following information on the outside of the envelope and delivered package:

Name of Bidder
RFP #UCM1005
Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will not be considered.

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 appropriate 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 October 24, 2011. Please submit via email (preferred) or fax to:

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

2.5 Restriction on Communications

Except for the designated contact 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, if conducted;
- 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 English 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 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 (as required by Section 4).
4. Proposal Response as required by RFP Section 3. Address all requirements related to your proposal; provide a complete response to all questions.
5. Submit a Portfolio of Work that is representative of your work similar in nature to the work requested in this request for proposal as required in RFP Section 4.
6. Provide Project Plan and Proposed Project Timeline.
7. Bidder Qualification Information - RFP Section 4.
8. Software License/Support Agreement (SLSA) – If an SLSA is applicable, indicate acceptance/compliance to use UC SLSA (template attached).
9. Bid Sheet/Cost Proposal – Indicate acceptance/compliance with all items in RFP Sections 5 and 6 by completing and submitting Section 9.
10. Terms and Conditions Acceptance - Indicate acceptance/compliance.
11. 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.

2.9 Complete Proposals

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

2.10 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 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.

2.11 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 posted on the University's website (<http://www.ucmerced.edu/community/rfprfq.asp>) and provided to all prospective Bidders who have received this RFP directly 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.

2.12 Firm Proposals

All Proposals shall be firm and fixed for 120 days following the deadline for RFP submissions.

2.13 Vendor Presentations

Vendors selected for final evaluation may be required to make an oral presentation of their proposal. Such presentations 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 University Purchasing Department. Failure to comply with this scheduling procedure may result in vendor disqualification.

3 Specifications

3.1 General Information

In its initial implementation, URDRS will support undergraduate research efforts by recommending, when given some characterization of the knowledge sought, specific electronic publication databases and by facilitating novice-level use of those databases. This system differs from other library information retrieval systems in at least two important ways.

- First, the system will be designed to recommend broad publication databases, rather than specific documents, in response to user queries. (Although in later phases of development, the system may do both.)
- Second, because undergraduates are generally unfamiliar with the vocabulary and organizational concepts of the literatures that they are searching, the system will enhance information discovery and access by leveraging a piece of information virtually all undergraduates do know – the name of the course that generated the assignment they are attempting to complete.

These differences suggest that the proposed system will complement, rather than replace, existing information retrieval tools (which include, but are not limited to, the following: ISI Web of Knowledge, Melvyl [OCLC WebCat], Proquest Databases, Lexis-Nexis, Google Scholar). They also highlight the primary challenges to be faced as this system is designed and developed.

Phase I (Prototyping & Initial Development) of the URDRS will involve the fabrication of an initial working prototype of the recommendation system. While still somewhat experimental, this prototype will be sufficiently robust to be released for use by UC Merced undergraduate students. This initial version of the system will focus on course-based research, prompting the user to volunteer information about the educational context of the current query, potentially including course identity information and even specific course-assignment information. This course-based information will be combined with a free-text query, provided by the user, resulting in ranked recommendations of electronic document databases and other information resources available through the UC Merced Library website. Ranked results are to be provided in a manner that facilitates subsequent access to the recommended databases.

The knowledge needed to make use of educational context (e.g., course identity information) when making recommendations is to be recorded in a modular database, or knowledge base, and this knowledge is to take the form of relatively simple recommendation rules, encoded using a symbolic logic or using Bayesian belief networks, to represent graded levels of uncertainty. This knowledge-base is to be initially populated with relevant information for all courses listed in the UC Merced General Catalog 2009–2011, and tools will be provided which support the easy updating and modification of this knowledge base as course offerings change.

Finally, the initial prototype of this system is to be instrumented to generate and store anonymized query transaction records in a separate database. In subsequent phases of this project, this database of previously presented search queries, including the specified educational contexts, will be analyzed using machine learning methods to improve and expand upon the recommendations made by the system.

The successful bidder will design, develop, deliver, and warrant an initial prototype of the URDRS possessing at minimum the general properties outlined above and specifically including, but not limited to, the following:

- The delivered prototype must be capable of operating on UC Merced Library BSD Unix or OS X servers and being administered remotely. Users must be capable of accessing the system via common web browsers including Safari, Chrome, Internet Explorer, and Firefox from any operating system.
- The delivered prototype must be sufficiently user-friendly and sufficiently robust to be deployed for experimental use by existing undergraduate students enrolled at UC Merced.
- The delivered prototype must modularize its knowledge concerning the relevance of educational context information for recommendations into a separate knowledge base. This knowledge base must be of a form that supports easy updating and modification by personnel who have no software-development experience. Also, updating the knowledge base should not require the interruption of the normal functioning of the system.
- The delivered prototype must include an initial knowledge base that minimally reflects the courses listed in the UC Merced General Catalog 2009–2011.
- It is highly desirable that the knowledge base reflect the content of undergraduate course syllabi prepared for undergraduate courses offered at UC Merced.
- It is highly desirable that the delivered prototype enhance users' information literacy by providing feedback about information resources as they are discovered and accessed.
- The delivered prototype must be capable of recording anonymized query transaction information into a separate transaction database. It must also be possible to easily disable the recording of transactions, either at the level of the system as a whole or at the level of individual queries.
- The delivered prototype must provide integrated assessment tools that at a minimum record quantitative data (i.e., the number of uses, number of databases retrieved per use, etc.) and provide users with an optional feedback survey. Beyond the minimum, assessment tools that produce qualitative data relevant to user success are highly desirable.

3.2 Campus IT Environment

University is connected via fiber optic cable to CalREN, the state research network, which in turn connects to the Internet and a host of research networks. The campus connects to CalREN's Digital California (DC) network (general connectivity) and High-Performance Research (HPR) network (research community) at 1 GBS. On-campus connectivity is minimally 10/100 Mbps in all locations. Wireless connectivity is available throughout the campus. The UC Merced Course Management System, UCMCROPS, is an implementation of the Sakai community-source collaborative learning environment. In addition to online course environments, UCMCROPS is the vehicle through which class rosters are made available and grades are submitted.

3.3 Other Conditions

The design and development of this system is to be conducted under the guidance of, and in collaboration with, staff designated by the UC Merced Library. UC Merced staff will provide guidance on the needs, capabilities, and behaviors of students who are working on research projects; provide feedback on user interface designs; assist in populating the knowledge base with data; participate in testing and evaluation; serve as liaisons to campus units outside of the library, and provide other input and assistance as needed. UC Merced Library staff is not to be directly involved in programming or database design.

The contractor will be expected to meet with representatives of the UC Merced Library at least monthly during Phase I of this project, with the goal of ensuring that design decisions support the successful and timely delivery of a prototype that meets the above specifications.

Work on Phase I of the Project shall be conducted during a nine-month contract period beginning on a date to be mutually determined. By the end of this period, the contractor shall deliver to the University the items listed in Section 3.4 Deliverables.

3.4 Deliverables

The successful bidder will deliver to UC Merced Library:

- All software developed as part of this project, provided in a format appropriate for immediate deployment on UC Merced Library servers.
- A document describing proper use of the system prototype, including detailed instructions for modifying the system's knowledge base.
- A document describing the fundamental software architecture of the system, including comprehensive information concerning platform requirements and dependencies on other software packages and/or libraries, detailed system installation instructions, detailed information concerning the contents and formatting of recorded transactional information, and notes concerning software-design features potentially supporting future extensions of the system.
- Any transactional data recorded during preliminary testing of the prototype system involving use by actual UC Merced undergraduate students.
- A document describing any (optional) efforts to evaluate the utility of the system prototype to undergraduate students, including recommendations for evaluation studies that might be performed during a later phase of this project.

3.5 General Requirements

The awarded proposer shall have the ability to work collaboratively with others (including University staff, other firms, etc.) and communicate effectively in English.

4 Bidder Qualification Information

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.

The successful bidder **shall possess** all of the following qualifications:

- Knowledge of contemporary techniques in information retrieval, artificial intelligence, machine learning, data mining, cognitive modeling, human-computer interaction, or other approaches to intelligent information access.
- Ability to work independently, creatively, and productively in an environment shaped by multiple dynamically shifting priorities.
- Experience developing large object-oriented software systems, incorporating contemporary best practices in software engineering, including quality assurance and bug-tracking techniques.
- Experience developing multi-platform software systems.
- Experience with web-based software development.
- Familiarity with SQL-based database systems and their incorporation into larger software systems.
- Familiarity with best practices in user-interface design, particularly for web-based systems.
- Ability to communicate technical issues effectively, in both verbal and written formats, to both technical and non-technical staff.
- Ability to produce clear, concise, and precise technical documentation.
- A strong customer service ethic and related skills.

The successful bidder **will ideally possess** the following qualifications:

- Knowledge of scholarly information and databases.
- Familiarity with theories of human learning.
- Experience working with staff and faculty in a research library environment.
- Experience/knowledge of user assessment.
- Knowledge of Semantic Web technologies, including XML, RDF/S, SKOS and use of ontologies to link natural language queries to information resources.

Accordingly, prospective Bidders 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 have a minimum of two (2) years in the type of business required to provide the services required in this RFP.
- 4.1.2 Bidders must be able to demonstrate the capability of providing the required services by possessing adequate available resources and project management capabilities, including personnel, facilities, production, access, order processing and delivery capabilities, equipment, systems, organization structure, operation controls, quality control, and other related factors.
- 4.1.3 Bidders must be able to provide ongoing support.
- 4.1.4 Bidders must have the ability to obtain the necessary insurance (ref. Article 17 of the attached University of California Terms and Conditions of Purchase, Appendix A).
- 4.1.5 Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- 4.1.6 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. The attachment "Bidder Information Form" shall be completed and submitted with your proposal.

4.2 Vendor Profile

Bidders are to provide the following information about their company.

- 4.2.1 Introduction and Executive Summary - This section should present an introduction and general description of the company's background, nature of business activities, number of years in (related) business, and experience; identifying and substantiating that it is well-qualified to provide the requested services. This section must include name, address, phone number(s), and website.
- 4.2.2 Brief description of your project development approach.
- 4.2.3 Please identify the individual who will be the Project Director for this project and provide project contact information, including email address.
- 4.2.4 Please provide detailed work experience and biographical information for key staff members you propose to use on this project. For each key staff member, please provide the percent of time each will spend on this project during the contract period.

4.3 Experience and Reference Information

The successful Vendor shall be an organization that has an excellent record as a provider of work for the type and scope of work detailed in this RFP.

- 4.3.1 Describe generally the Vendor's background and experience in providing similar/related services.**
- 4.3.2 The Vendor shall provide documentation that demonstrates the required specialized knowledge and expertise and providing case histories.**
- 4.3.3 Bidders should provide at least three (3) references of similar 4-year college, university or community college that they have provided services to that are similar in size and scope. Provide contact information for references (i.e., institution name, contact name, contact phone number, etc.). The product(s) produced for these references shall be included in your submitted portfolio.**

4.4 Vendor Reference Form

1. Client Name: _____ Phone: _____ Fax: _____

Company Address: _____

Contact Person name and title: _____

Date and Length of Contract: _____

Summarize type of job and technical specifications:

2. Client Name: _____ Phone: _____ Fax: _____

Company Address: _____

Contact Person name and title: _____

Date and Length of Contract: _____

Summarize type of job and technical specifications:

3. Client Name: _____ Phone: _____ Fax: _____

Company Address: _____

Contact Person name and title: _____

Date and Length of Contract: _____

Summarize type of job and technical specifications:

4.5 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 and/or other institutions, 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 subcontractor is at the sole discretion of the University.

5 Standard Terms and Conditions

5.1 University of California Employees

All proposals must indicate any/all known University 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 employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

5.2 Conflict of Interest

5.2.1 Vendor shall not hire any officer or employee of the University to perform any service covered by this agreement.

5.2.2 Vendor affirms that to the best of his/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.

5.2.3 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 Performance Standard

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

5.8 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.

5.9 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.

5.10 Audit Requirement

Any agreement resulting from this RFP may 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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 sixty (60) 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.

6 Special Terms and Conditions

6.1 Ownership of Work

Ownership of any work developed under a contract resulting from this RFP, and all right title and interest therein shall vest in University. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not to be a work made for hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment by the successful Bidder/Vendor to the University of the copyright in the work, including all right, title and interest in perpetuity.

6.2 Identification of a Project Director

Bidder shall identify a Project Director who will be ultimately responsible for all aspects of the work undertaken in fulfillment of this project. The Project Director and key staff shall be available on a weekly basis to participate in a conference call with University regarding progress toward project goals and to meet occasionally on-site at the University as deemed necessary by the University.

6.3 Payment Schedule and Invoicing

The successful Bidder agrees to negotiate in good faith with the University a progress payment schedule based on significant milestones identified in the scope of work and/or the implementation schedule included in the resulting contract. Bidders should provide a suggested payment schedule as part of their Proposal.

6.4 Business Termination

In the event the Vendor 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 University shall have ownership rights to the products created, whether completed or a work-in-progress.

6.5 Proprietary Rights Indemnity

The successful Bidder shall indemnify, defend, and hold harmless the University, their 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 Bidder'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 Bidder 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 Bidder as soon as practicable of the suit or action alleging such infringement. Bidder 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 resulting from this RFP, if any, shall be awarded to the responsive, responsible Bidder 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 Bidder 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 RFP 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 specifications, capabilities and features that best meet the needs of the University as determined by the University
- Suggested Project Management Approach / Resources to be Devoted to the Project
- Implementation Plan / Proposed Timeline of Project
- Customer Service / Support / Maintenance
- Training / Documentation

7.3 Cost per Quality Point Evaluation

7.3.1 The **Total Proposed Cost** will be divided by the **Quality Point Score** to determine the **Cost Per Quality Point Score** for each proposal, and to identify the proposal with the lowest cost per quality point score. Technical proposals will be reviewed and evaluated for this substantive phase prior to and separately from analysis of cost proposals.

7.3.2 The following formula will be used to compute the Bidder's cost-per-quality point score:

$$\frac{\text{Cost}}{\text{Quality Point Score}} = \text{Cost-Per-Quality Point Score}$$

7.4 Selection of Finalists/Finalist Evaluations

Bidders whose proposals are evaluated will be ranked in order of lowest cost per quality point to highest. If it is determined to be in the best interests of the University, Bidders will be identified as Finalists and invited to undergo further evaluation. If the Finalists express an interest in continuing to participate in the evaluation process, Finalists may be invited to an interview (via telephone or in person), to make a presentation, or both. Members of the evaluation team will be present during this process to ask questions and evaluate creative and organizational talents.

Finalists shall be awarded additional points based on the quality of their presentations/site-visits, etc., how well their products are presented, and how well it is anticipated they will meet 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.

7.5 Contract Award in Best Interest

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 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 Proposal

The net cost to University shall take into consideration the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs except as otherwise provided in the RFP.

Please provide a complete price breakdown of your proposal based on the specifications and requirements in this RFP. Also, submit your hourly rates for any additional related work which may be requested and any ongoing maintenance costs, if applicable. Proposals must be inclusive of all costs.

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, 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 UCM1005 for the University 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 Attachments

Bidder Inquiry Form

Business Information Form

University of California Software License and Services Agreement (UC SLSA)

University of California Appendix "A", Terms and Conditions for Purchase