

**UNIVERSITY OF CALIFORNIA, SAN DIEGO  
REQUEST FOR PROPOSAL (RFP) #1128LJB  
NOTICE OF ISSUANCE**

<b>RFP Objective:</b>	The University of California, San Diego (UCSD) is soliciting Proposals from qualified vendors to provide a software solution that can receive interfaced financial data from our data warehouse and help automate account reconciliations, as well as automate complex transaction matching by enforcing flexible transaction matching rules between our General Ledger data and other third party sources, like banking institutions and other service providers.
<b>RFP Release Date:</b>	December 2, 2011 at 2:00 P.M. PST
<b>RFP Due Date:</b>	<b>Proposals must be received no later than: January 20, 2012.at 2:00.P.M. PST</b>
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**\*\*\*IMPORTANT INFORMATION FOR ALL PROSPECTIVE PROPOSERS\*\*\***

**Addenda**

Addenda to this RFP will be distributed to those requesting this RFP from the UCSD Contact. Notification of any addenda will be posted to the UCSD Purchasing Department website at <http://www-bfs.ucsd.edu/pur/services/rfirfq/rfirfqpg.htm>.

It is solely the responsibility of prospective Proposers, not UCSD, to ensure they have all addenda prior to submitting a Proposal.

**Pre-Proposal Questions**

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 in writing to: [lbrierre@ucsd.edu](mailto:lbrierre@ucsd.edu) and [bhurley@ucsd.edu](mailto:bhurley@ucsd.edu) for clarification, interpretation, or correction. **Such inquiries must be directed to the UCSD Contact only.** In the event that it becomes necessary to clarify, interpret, or correct any part of this RFP, the information will be provided in writing to all who have registered pursuant to the instructions above. UCSD may be unable to respond to inquiries received too close to the Proposal submission deadline to permit a timely and comprehensive reply to all registrants. **Prospective Proposers who contact other UCSD staff or consultants with inquiries may be disqualified.**

### **Site Access**

If for any reason you are unable to access the web site or wish to receive a paper copy of the RFP or any part of the RFP, please request a copy from the UCSD Contact.

## Table of Contents

<b>SECTION A. INTRODUCTION .....</b>	<b>5</b>
A.1 GENERAL ACCOUNTING.....	5
A.2 BIDDER MINIMUM QUALIFICATIONS – MANDATORY RESPONSE REQUIRED .....	6
A.3 DEFINITION OF TERMS .....	6
A.4 SCHEDULE OF EVENTS .....	6
<b>SECTION B. DEFINITION OF TERMS .....</b>	<b>8</b>
GENERAL TECHNICAL/PROJECT TERMS:.....	9
<b>SECTION C. OVERVIEW OF FUNCTIONAL AND TECHNICAL REQUIREMENTS .....</b>	<b>12</b>
C.1 SYSTEM BACKGROUND AND KEY ISSUES:.....	12
C.2 ACCOUNT RECONCILIATIONS .....	12
C.3 TRANSACTION MATCHING .....	12
C.4 CLOSING CALENDAR AND TASK MANAGEMENT .....	12
C.5 COMPLIANCE MONITORING.....	13
C.6 SINGLE SIGN-ON .....	13
C.7 DEPARTMENTAL USERS .....	13
C.8 MAINTENANCE AND SUPPORT .....	13
C.9 ARCHIVING.....	13
C.10 SAS 70/ SSAE 16 REPORTS.....	13
<b>SECTION D. PROPOSAL FORMAT.....</b>	<b>14</b>
D.1 SUBMITTAL COPIES.....	14
D.2 EXCEPTIONS.....	15
D.3 PROPOSED SOLUTION.....	15
D.4 RECOMMENDED PRODUCTS .....	16
D.5 USAGE SCENARIOS .....	16
D.6 SERVICE LEVELS.....	16
D.7 PRODUCT HISTORY .....	16
D.8 CURRENT PRODUCT VERSION(S).....	17
D.9 CORPORATE BACKGROUND .....	17
D.10 REFERENCES AND CUSTOMER LIST.....	18
<b>SECTION E. PRICING FORMAT .....</b>	<b>19</b>
E.1 FIRM PRICES.....	19
E.2 COMPLETE PRICES.....	19
E.3 PRICE LEVELS AND DISCOUNTS.....	19
E.4 METHODOLOGY.....	20
E.5 PAYMENT SCHEDULE .....	20
<b>SECTION F. REQUIRED SUBMITTALS.....</b>	<b>21</b>
F.1 PROPOSAL SUBMISSION .....	21
<b>SECTION G. EVALUATION AND BASIS OF AWARD.....</b>	<b>23</b>
G.1 EVALUATION PROCESS .....	23
G.2 SCORING .....	23
G.3 REJECTION OF PROPOSALS .....	24
G.4 PROPOSER DISQUALIFICATION .....	24

G.5 CONTRACT NEGOTIATION.....	24
G.6 VACATED AWARD .....	24
<b>SECTION H. TERMS AND CONDITIONS .....</b>	<b>25</b>
H.1 TERM OF CONTRACT.....	25
H.2 NEGOTIATION OF CONTRACT.....	25
H.3 CONTACTS WITH UNIVERSITY PERSONNEL .....	25
H.4 SUBMITTAL DEADLINE .....	25
H.5 RESPONSIVE PROPOSAL .....	25
H.6 AUTHORIZED PROPOSAL.....	26
H.7 OWNERSHIP AND COPYING OF PROPOSAL .....	26
H.8 PROPOSAL ACCEPTANCE PERIOD .....	26
H.9 PROPOSER WITHDRAWAL, MODIFICATION AND RESUBMISSION OF PROPOSAL.....	26
H.10 ADDENDA TO RFP .....	26
H.11 REJECTION OF PROPOSALS .....	26
H.12 INTEGRITY OF RESPONSE .....	27
H.13 COSTS OF RESPONSE TO RFP .....	27
H.14 LOW BALL SUBMITTALS .....	27
H.15 PENALTY FOR COLLUSION .....	27
H.16 MULTIPLE AWARDS .....	27
H.17 COSTS .....	27
H.18 PAYMENT.....	28
H.19 SOFTWARE LICENSE.....	29
H.20 ACCEPTANCE .....	31
H.21 NON-DISCLOSURE.....	31
H.22 MISCELLANEOUS .....	34
<b>APPENDIX A - TERMS AND CONDITIONS OF PURCHASE.....</b>	<b>37</b>
<b>APPENDIX DS- DATA SECURITY .....</b>	<b>44</b>
<b>SECTION I. EXHIBITS .....</b>	<b>47</b>
EXHIBIT A - NOTICE OF INTENT TO RESPOND TO RFP .....	49
EXHIBIT B - PROPOSAL COVER PAGE.....	50
<b>FOR UCSD USE ONLY .....</b>	<b>50</b>
EXHIBIT C – INSURANCE CERTIFICATION FORM.....	52
EXHIBIT D - BUSINESS INFORMATION FORM.....	53
EXHIBIT E –CONFLICT OF INTEREST CERTIFICATION FORM.....	55
EXHIBIT F –PROPOSER’S CUSTOMER REFERENCE FORM.....	56
EXHIBIT G – FUNCTIONAL AND TECHNICAL PROPOSAL FORM.....	57
EXHIBIT H - COST PROPOSAL FORM.....	58
EXHIBIT I - OBJECTIVES AND FUNCTIONAL REQUIREMENTS OF UCSD’S GENERAL ACCOUNTING.....	59

## SECTION A. INTRODUCTION

The University of California, San Diego (UCSD) is considering implementing a software to help centralize and automate all account reconciliations performed on campus. Up to this point, most of the reconciling process has been manual, excel based, and extremely time consuming. There is a need to enhance current processes in place at UCSD. The objective of this RFP is to seek out vendors that will best address UCSD's current needs by providing software that can meet the objectives outlined by UCSD's General Accounting Department, as detailed in Exhibit I.

### Campus Overview

Fifty years ago, the founders of the University of California, San Diego had one criterion for the campus: It must be distinctive. Since then, UC San Diego has achieved the extraordinary in education, research and innovation. Sixteen Nobel laureates have taught on campus; our stellar faculty members have been awarded Fields Medals, Pulitzer Prizes, MacArthur Fellowships and many other honors.

UC San Diego is dedicated to the advancement of knowledge through excellence in education and research at the undergraduate, graduate, professional school and postdoctoral levels. The campus is committed to community engagement, public service and industry partnerships in order to advance the health and well-being of our region, state, nation and the world. Our academic community of world-renowned faculty, bright students and dedicated staff is characterized by a culture of interdisciplinary collaboration and innovation which spans the globe.

To foster the best possible working and learning environment, our university strives to maintain a climate of fairness, cooperation, and professionalism, which is embodied in our campus Principles of Community. UC San Diego embraces diversity, equity, and inclusion as essential ingredients of academic excellence in higher education.

UC San Diego was recognized as one of the top ten public universities by *U.S. News & World Report* and named by *the Washington Monthly* as number one in the nation in rankings measuring "what colleges are doing for the country". We are widely acknowledged for our local impact, national influence and global reach. UC San Diego's total campus enrollment in the Fall of 2010 was 29,899 and we have an Alumni base of approximately 112,000.

### A.1 General Accounting

General Accounting (GA) is a department within Business Financial Services (BFS) at UCSD. GA provides accounting services to accurately classify, summarize, and timely report financial information on behalf of UCSD.

For more information about General Accounting, please visit:  
<http://blink.ucsd.edu/sponsor/BFS/divisions/general-accounting/>

**Scope of Work:**

UCSD is considering vendors that provide software as a service (SaaS) solutions to meet the criteria set forth in **Exhibit I**.

The software will first be implemented within the General Accounting (GA) department in the Business Financial Services (BFS) group at UCSD. The pilot test group will consist of 10 to 15 users that reside within General Accounting. This number could increase based on the capabilities, functionality, and ease of use of the selected system. There is a possibility of rolling out the software in incremental phases to other users within other BFS departments, for a total of 350 to 500 users once all phases have been completed. UCSD expects to start the implementation phase with the pilot group by Spring 2012. If requested by the University, supplier(s) selected for contract award must agree to extend the services and pricing, provided in supplier(s) proposal to other University of California campuses and/or entities.

**A.2 Bidder Minimum Qualifications – Mandatory Response Required**

**This section sets forth the minimum qualifications that a bidder (or a bidder's proposed software) must meet via a written response by the Minimum Qualifications Submission DUE DATE.**

- 1) Account reconciliations – the software must be able to compare UCSD's GL balance for an account or group of accounts to third party source data, like banks, vendors, financial institutions, etc.
- 2) Transaction Matching – the software must be able to match transactions from UCSD's GL data to third party sources, and applying complex data matching rules to the data sets.
- 3) Closing Calendar and Task Management – the software must be able to keep a list of tasks performed during closing or other periods and track completion of each activity, giving visibility to multiple users
- 4) Compliance Monitoring -- the software must be able to keep a list of control activities and tests of controls and track status of each control, giving visibility to multiple users
- 5) Single Sign-on – the software must be able to meet the single-sign-on requirements of UCSD's ACT.

Softwares or tools that do not meet the minimum functional requirements detailed above will be ineligible to move forward in the software selection process.

**A.3 Definition of Terms**

This RFP uses a variety of terms in specially defined ways. The terminology includes business, technical, accounting, finance, and project terms that are required to understand this RFP. Definitions are provided in Section B. Terms that are generally understood in the information technology industry or generally understood by a person with reasonable knowledge of accounting or finance are not included.

**A.4 Schedule of Events**

Listed below are important actions in the RFP process and dates by which they are to be taken or completed. Action on any of these dates shall occur between 8 a.m. and 4:00 p.m. Pacific Time unless otherwise noted. The University does not guarantee the schedule below and reserves the right to modify the schedule to meet the University's needs.

<b>EVENT</b>	<b>DATE &amp; TIME DUE</b>
RFP Release Date	December 2,2011 at 2:00 P.M. PST
Bidder's Conference 12-2PM	December 14, 2011 at 12:00 P.M.-2:00 P.M. PST
Minimum Qualifications Submission DUE DATE	December 19, 2011. at 2:00 P.M. PST
Notification of Minimum Requirements Screening Results	December 22, 2011. at 2:00 P.M. PST
Submit Final Questions DUE DATE	December 18, 2011 at 2:00 P.M. PST
Response to Final Questions Released	December 19, 2011 at 2:00 P.M. PST
Proposal DUE DATE	January 20, 2012. at 2:00 P.M. PST
Proposal Review, Scoring, and Selection of Semi-Finalists (if necessary)	January 27, 2012 at 2:00 P.M. PST
Semi-Finalist Presentations/Demo/Site Visit(s) (if necessary)	By February 6, 2012 Time TBD (If Required)
Notice of Intent to Award	TBD
Contract Negotiations	TBD
Contract Award	Upon successful completion of negotiations.

## **SECTION B. DEFINITION OF TERMS**

1. Acceptance Period – period commencing on the Installation Date and continuing for thirty (30) days, as such period may be extended pursuant to the section entitled Acceptance.
2. Acceptance Date – first business day after University accepts the Software.
3. Appendix A – terms and conditions of purchase.
4. Campus (or San Diego Campus) – same as “University.”
5. Contract – binding agreement between The Regents of the University of California and the successful Proposer pursuant to this RFP.
6. Day – calendar day unless specified otherwise. (Not a capitalized term.)
7. Department/Departmental – Consists of the various schools, academic units, and administrative departments.
8. Director of Purchasing – Ted Johnson, Central Purchasing.
9. Effective Date – date of the last signatory to the Contract.
10. General Counsel – legal services of the University of California.
11. Installation Date – date the Software has been properly installed.
12. Personal Data – all information in any shape or form including but not limited to personal names, University status, login IDs and passwords, as well as age, gender, home or office addresses, telephone numbers (including fax and cell phone numbers), physical characteristics, and preferences.
13. Proposal – written response to this RFP received from a Proposer.
14. Proposer – firm, partnership, corporation or sole proprietorship submitting a Proposal in response to this RFP.
15. Proprietary Information – reference “Non-Disclosure,” Section H.22, of the RFP.
16. Reference Number – number (or string of letters) assigned by the University to identify this RFP and appearing on the cover page of the RFP.
17. RFP – the Request for Proposal contained in this document.
18. Scope of Work – all obligations, duties, requirements, specifications, and responsibilities needed for the successful completion of the Contract by the Proposer, including the furnishing of all Software, Documentation, Software Support, installation and consulting services, training, materials, labor, supervision, and supplies as required by the Contract.
19. Shall – when used to describe a commitment or element of performance by the Proposer or the Software, this verb means the requirement must be fully met. (Not a capitalized term.)
20. Should – when used to describe a commitment or element of performance by the Proposer or the Software, this verb means that the University prefers that the requirement be met but does not deem the requirement to be mandatory. (Not a capitalized term.)
21. Purchasing Manager – Todd Adams, Central Purchasing.
22. Submittal Deadline – deadline for delivery of the required Proposal as shown on the cover page of this RFP.
23. University – The Regents of the University of California on behalf of the University of California, San Diego.
24. University Buyer – Lori Brierre and Bryan Hurley, UCSD Purchasing.



## General Technical/Project Terms:

1. Acceptance – with regard to deliverables from the Proposer under the Contract, the University’s decision that a deliverable meets the requirements of the Contract.
2. Bundled Technology – Software licensed by the Proposer from a third party supplier that is incorporated into the Proposer’s Software or co-packaged with the Proposer’s Software; or other technology that is co-packaged with the Proposer’s Software.
3. COTS-Commercial off the shelf feature or functionality. COTS in this context refers to a feature or function that is currently available and supported in the Software as delivered to the normal customer whether or not it is specifically requested or specified and does not require writing any additional code. A COTS feature may be an option that is not normally “turned on” unless requested. COTS features should be properly documented in the existing published manuals for the product and supported through your maintenance and support organization, as well as through your upgrade, maintenance and bug fix process.
4. Customization – change or addition to the Software made by the Proposer to adapt the Software’s functionality, performance, or user interface to the requirements of the University as stated in the Contract. Custom in this context means a feature or function that is not currently available and supported in the Software as delivered unless specifically requested by the customer. A custom feature or function would normally require the writing of additional code and would not be documented in the previously published literature normally provided with the product, and not supported as part of your normal software support, maintenance, upgrade, and bug fix process.
5. Documentation – Documentation in printed and/or electronic form that explains the installation and use of Software provided by the Proposer under the Contract.
6. Enterprise basis – delivery to all Departments at the one time.
7. Error (or “Bug”) – failure of the Software to conform in any material respect to the specifications defined in the Contract, including any Performance Standards. To the extent that it does not conflict with the specifications in the Contract, a failure of the Software to operate in any substantial respect as described in the Documentation is deemed to be an Error.
8. Error Correction (or “Bug Fix”) – modification or addition to the Software that, when installed, removes a verifiable and reproducible Error in the Software.
9. Hosts – device where Software is installed. Could be either a server or a desktop system.
10. Individual basis – delivery to each Department in turn.
11. Key Role – one of the Proposer personnel roles specifically identified as a “Key Role” in the Contract that has a major impact on the successful completion of the Proposer’s obligations under the Contract.
12. Licensed Site – The University of California, San Diego, including all locations not situated on the main campus, and all locations where users may access the software from (whether on UCSD premises or not), unless otherwise defined in the Contract.
13. Light/Mobile User-a person that uses the Software intermittently, primarily for, but not limited to, viewing constituent related data, reports and dashboards and updating contact reports.
14. On-Site – at premises owned or rented by the University of California, San Diego, including all such premises not located on the main campus.
15. Operating Platform – specific computer type or computer model, and its operating system, together with any peripheral devices and other equipment, with which the Software is designed to be operated.
16. Performance Standard – a standard defined in the RFP or the Contract for the responsiveness, throughput, reliability, or other performance-related characteristics of the Software.
17. Product – any Software or Documentation offered in the Proposal response or licensed by the University under the Contract.
18. Production Use – use of the Software as the principal method for performing a type of business or academic or financial operation at the University. Use of real data for test purposes does not constitute Production Use.

19. Software – Software applications, modules, tools, utilities, interfaces, etc., that are recommended by Proposer in the Proposal or licensed by University under the Contract. Software includes Updates and Upgrades provided by the Proposer as part of Software Support or otherwise. Software also includes Source Code to the extent that such is provided by the Proposer in accordance with the Contract.
20. Software Support – maintenance and support services for the Software that are offered by the Proposer.
21. Source Code – human-readable Software code, including printed copies thereof that must be converted into machine-readable language by the use of compilers, assemblers, and/or interpreters.
22. Technical Proposal – as defined in Exhibit G.
23. Third-Party Technology – information technology Products recommended by the Proposer that would need to be purchased from a third party or that would require a University contract with a third party.
24. Upgrade(s) – release of the Software that incorporates substantial new or substantially improved functionality, performance, or user interfaces.
25. Update(s) – release of a Software Product that incorporates Error Corrections and might include some improvements in functionality, performance, or user interfaces.
26. Use (when employed as a verb or noun to describe the University’s operation of the Software) – generally means (but is not limited to) the following financial activities: to prepare reconciliations, perform matching of transactions, document the design of internal controls or the tests the operating effectiveness of these, document and assign tasks (whether related to the financial close process or other finance activities) and track the completion of these, document reconciling items, attach support for them and document their resolution. (Not a capitalized term.)
27. User – staff member or manager of the University that has the ability to read, input, edit or process data, download reports, perform (or approve or review) reconciliations, transactions matching, complete tasks on the software.
28. System Admin or Power User – staff member of the University that has access to add or delete users, modify access parameters, assign accounts to users and reconciliations and change the software settings. These persons are usually responsible for the daily operation, management, oversight, and reporting or security management of the system at the University.
29. Read-Only User – these individuals could or could not be employees of the University and their access to the software will be limited to read-only. These users cannot enter data, alter or edit data in any way, nor use any functionality on the software (other than read information and run reports). These users are usually auditors, consultants, internal auditors, etc.
30. Virus Code – defined as computer instructions that alter, destroy, or inhibit the Software and/or the University’s processing environment including but not limited to other programs, computer equipment, data, storage devices, and computer libraries ("Virus Code"). Virus Code includes but is not limited to programs that self-replicate without manual intervention, instructions (other than user passwords necessary for operation) that disrupt, interrupt, or interfere with the functionality of computer hardware or the Software whether such interference is destructive or not, instructions (other than user passwords necessary for operation) performing any function other than the function of the Software as represented in the technical manuals and program descriptions published by Proposer whether active from the time of the installation of the Software or programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function in the as represented in the technical manuals and program descriptions published by Proposer but designed for a different function.

31. Warranty Period –period of one (1) year beginning with the Acceptance Date of the Contract.
32. ERP- Enterprise Resource Planning system. ERP systems integrate internal and external management information across an entire organization.
33. BFS- Business Financial Services. Group within UCSD that houses General Accounting
34. ACT – Administrative Computing and Telecommunications. UCSD’s central IT organization for providing enterprise technology solutions.
35. GA- General Accounting
36. OPAFS – Office of Post Award Financial Services
37. SAS 70/ SSAE 16 reports – A report that represents that a service organization has been through an in depth audit of their control objectives and control activities, including controls over information technology. This report can be issues by a Certified Public Accounting (CPA) firm, registered with The American Institute of Certified Public Accountants (AICPA) & The Public Company Accounting Oversight Board (PCAOB).
38. GL – General Ledger
39. SOD – Segregation of Duties. A proactive key control intended to deter or prevent undesirable events, reduce the risk of inappropriate action from occurring. In basic terms, no single individual should have control over two or more phases of a transaction or operation.
40. SaaS - Software-as-a-Service, or "on-demand software" - is a software delivery model in which the software and its associated data are hosted centrally (typically in the (Internet) cloud) and are typically accessed by users using a web browser over the Internet.

## **SECTION C. OVERVIEW OF FUNCTIONAL AND TECHNICAL REQUIREMENTS**

**Please see Exhibit I for a list of ALL criteria set forth by UCSD.**

### **C.1 System Background and Key Issues:**

Information Technology Background:

UCSD operates on a custom ERP system which houses its General Ledger (GL). The GL data is transferred to a DB2 database, called the “data warehouse”. All financial data processed by UCSD resides in UCSD’s data warehouse.

UCSD’s Administrative Computing and Telecommunications Department (ACT) will work with the vendor to develop and test outbound interfaces from the data warehouse into the vendor’s software. The vendor’s must be capable of:

- (1) Working with ACT to develop and test these interface, and
- (2) Receiving data from outbound only interfaces.
- (3) Proposal must include ACT’s resource requirement and what further participation from ACT will be required for the vendor to comply with the criteria.

Note that vendors will not be allowed to interface into UCSD’s ERP directly nor into the data warehouse. The vendor’s software must be flexible enough to read the data extract developed by ACT. The vendor must provide functional specifications as to any limitations its software has in terms of data on the following areas:

- (a) If the vendor’s software is able to read a limited type of file formats,
- (b) If the vendor software can only receive a limited amount of fields (please specify the limitations on the field numbers).

### **C.2 Account reconciliations**

Reconciliation is a comparison of different sets of data to one another (for example, General Ledger to Department Schedule), identifying and investigating differences and taking corrective action, when necessary, to resolve differences (called Reconciling Items). A critical element of the reconciliation is to resolve differences; differences should be identified, investigated, explained, and a corrective action must be taken. The main challenges with the current process in place are that the process is excessively manual and not automated.

### **C.3 Transaction Matching**

The ability to compare different data sets based on rules in order to determine exception or variance to the rules. Further details regarding transaction matching can be found in Exhibit I, Section 1.

### **C.4 Closing Calendar and Task Management**

As a part of the reconciliation and closing processes, associated tasks must be assigned to specific users. These tasks must be completed according to various important accounting deadlines and dates (i.e. – General Ledger cutoff dates, Fiscal closing cutoff dates etc.). Currently this process is manual and the University is considering automating tracking the status of open items and being able to age them, in order to be escalated to the attention of senior management.

## **C.5 Compliance Monitoring**

Account reconciliations should be completed in accordance with University policies and procedures to support its internal controls framework. For example, the software should be able to enforce SOD. Currently, the challenge is that there is no visibility. Further details on compliance monitoring can be found in Exhibit I, Section 3.

## **C.6 Single Sign-on**

Currently one ID and password authenticates UCSD employee identities and access rights, giving entry to a set of campus Business Systems. With single sign on, a user signs in once and doesn't have to sign in again until they sign out or remain idle. The software must be able to provide a solution where the employees within General Accounting will be able to use this username and password to log into the software.

## **C.7 Departmental Users**

The department that is looking to implement the software is General Accounting within BFS first. Upon successful implementation of a pilot, there are opportunities to roll out to the software to other departments in BFS such as OPAFS, Payroll, Disbursements, etc. Eventually, after BFS, there is a possibility to roll out the software throughout various functions within the UCSD campus, for a total of 350-500 users.

## **C.8 Maintenance and Support**

UCSD will require maintenance and support from the selected software vendor in order to integrate the software. Further details regarding maintenance and support can be found in Exhibit I, Section 4 & 8.

## **C.9 Archiving**

The software can archive reconciliations and all attached support at a frequency set forth by UCSD. The software vendor can maintain archives up to at least 10 years. The documents retention period can be modified by UCSD at any time and should not be limited by the vendor's software.

## **C.10 SAS 70/ SSAE 16 Reports**

UCSD may be able to obtain at a later date SAS70/ SSAE 16 reports from the vendor. These reports will have to be provided to UCSD prior to signing any binding agreements and on an annual basis in order to support audit requirements.

## **SECTION D. PROPOSAL FORMAT**

Proposal should be clearly and concisely written and well-organized. It should provide sufficient detail to permit comparative evaluation. The approach should be factual and reasoned, with marketing language kept to a minimum.

Proposal must follow the format for responses described in this RFP. To the maximum extent possible, responses should follow the sequence of topics or numbered corresponding to the parts of the sections listed. **FAILURE TO DO SO MAY INVALIDATE YOUR PROPOSAL. Emphasis should be concentrated on completeness and clarity of content.**

Proposal should include a table of contents with page numbers covering all parts including exhibits and addenda, to enable easy reference to all requested information. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Proposers are strongly encouraged to utilize 100% content recycled paper in the preparation of their Proposals and double-sided text when possible.

### **D.1 Submittal Copies**

#### D.1.a Functional and Technical Requirements

One (1) complete printed Functional and Technical Proposal, Exhibit G, which must be stamped “Original” and contain an original signature of an officer or employee of the firm authorized to bind the Proposer to a Contract of the type considered in this RFP; four (4) complete printed copies; and one (1) complete electronic copy in the form of an Adobe Acrobat PDF file on a compact disk (CD) formatted to be readable by a personal computer running Microsoft Windows 2000 or Windows XP. Proposer shall send the final electronic copy to the UCSD Contact listed on Page 1.

**\*Do not include cost information in the Technical Proposal.**

#### D.1.b Cost Proposal

One (1) complete printed Cost Proposal, Exhibit H, which must be marked “Original” and contain an original signature of an officer or employee of the firm authorized to bind the Proposer to a Contract of the type considered in this RFP; and one (1) complete electronic copy in the form of an Adobe Acrobat PDF file on a compact disk (CD) formatted to be readable by a personal computer running Microsoft Windows 2000 or Windows XP. Proposer shall send the final electronic copy to UCSD Contact listed on Page 1.

**\*Cost information must be submitted separately from Technical Proposal.**

**Copies of Proposals submitted by fax will not be accepted.**

## **D.2 Exceptions**

### **D.2.a RFP**

Proposer must specifically state any exceptions to the requirements of the RFP so that the responsiveness of the Proposal can be evaluated and the exceptions can be addressed in any Contract that may be issued as a result of the RFP.

### **D.2.b General**

Proposer shall clearly state any objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP, including Exhibit G, and Appendix A. All such exceptions must be presented together in a separate attachment to the Proposal.

If Proposer has no general exceptions to put forward, this fact should be stated in the Proposal.

The University does not consider the submission of the Proposer's standard Software license and maintenance agreements to be a presentation of exceptions. Every exception must be declared specifically in the document cited above.

### **D.2.c Functional and Technical Requirements**

Proposer shall clearly state any and all deviations from the requirements in its response to the functional and technical requirements of this RFP.

## **D.3 Proposed Solution**

Proposer should provide a comprehensive written description of its proposed solution, or if applicable, alternative solutions. To the extent that the Proposer's solution provides functionality or performance that exceeds the requirements of this RFP, or that is unique in the industry, the Proposer is invited to explain such advantages. The description should include the following:

### **D.3.a Overview**

Provide a summary of the proposed solution and any suggested alternatives. Provide the rationale for each alternative, and describe the strengths and limitations of each. Ensure you have addressed the high level goals and objectives set forth in Section C.

### **D.3.b Detailed Response**

Provide detailed responses to all parts of the Functional and Technical Requirements listed in Exhibit G directly in the applicable spaces allowed for in the Exhibit.

## **D.4 Recommended Products**

Provide a functional diagram of all components of the proposed solution. Proposer should also provide a separate table that lists all the components, with following information for each:

D.4.a Product name.

D.4.b Brief functional description.

D.4.c Indication as to whether the component is essential or optional for each level of functionality proposed by the Proposer.

D.4.d Indication as to whether the component is owned and developed by the Proposer, or is Bundled Technology, or is Third-Party Technology.

D.4.e Indication as to whether a Bundled Technology component is licensed under any special terms and conditions (e.g., third-party sublicense agreement).

D.4.f Proposer contact information for any Third-Party Technology that is recommended.

## **D.5 Usage Scenarios**

Provide narrative and visual descriptions of typical usage scenarios for end Users and system administrators.

## **D.6 Service Levels**

Proposer must provide a comprehensive statement of the service levels that are offered to the University, with sufficient detail for the University to evaluate the Proposer's understanding of service needs and to evaluate the types of operational services and the response levels that the University may expect to receive on a daily basis, 365 days a year. Service levels should include at a minimum:

- Training for new users
- Safety and back-up of data
- User support
- System Admin Support

## **D.7 Product History**

Provide a capsule history of the Product, including its major versions, any previous Product names, any ownership by previous companies, the original market or type of user that the Product was designed to address, changes in the target market, etc.



## **D.8 Current Product Version(s)**

### D.8.a Development Platforms

Identify the primary platform used by the Proposer for development of the proposed Software and the Proposer's current priorities for development on other platforms supported by the Proposer.

### D.8.b Product-Related Staffing

Proposer should provide the number of Proposer staff (FTE) that will be devoted to (a) implementation of the proposed Product and (b) technical support for the proposed Product.

### D.8.c Product Line

Proposer should describe how the proposed Product fits into the Proposer's product line.

### D.8.d Product Directions

To the extent permitted by company policy and government regulations, Proposer should describe its plans for future releases of the proposed Product.

### D.8.e Infringement Actions

Proposer should disclose whether the Proposer is a party to any litigation in which it is alleged that any Software included in the Proposal infringes the proprietary rights of the Proposer or another party to the litigation.

## **D.9 Corporate Background**

Proposer shall provide the following types of corporate information:

### D.9.a. Corporate Overview

Provide an overview of the company, to include corporate history and philosophy, number of employees, organization chart, etc.

### D.9.b Audited Financial Statements

Provide financial statements or equivalent for the last three years.

**\* Audited Financial Statements must be submitted separately from Cost and Technical Proposal.**

### D.9.c SEC

Form 10-K (for publicly traded companies) for the last three years.

## **D.10 References and Customer List**

Proposer must provide at least three (3) client references to support its recommended solution and the Proposer services required to implement that solution. No less than two (2) references must be for implementations equal in size and complexity outlined in this RFP to include similar implementation required herein and must include integration with customer systems and or data warehouses. Reference information must include the customer and division name, the name of the relevant project, and a contact name with job title, location, phone number and email address.

References should be relevant to the requirements of this RFP, including the requirements for the scale of operation and system performance. References from universities are especially desired.

Proposer must provide references for all work performed for the University of California at any facility during the past ten years. The University may solicit and consider references from any Proposer's customer.

In addition, Proposer must provide a comprehensive customer list where Proposer has provided solutions similar in size and scope of what is required in this RFP.

## **SECTION E. PRICING FORMAT**

Proposer must complete Exhibit H, Cost Proposal Form; all spaces must be filled in. Specific dollar amounts, “N/C” (no charge), “included in line above” are acceptable entries.

If a multi-phase implementation is required or proposed, the cost for each phase should be shown separately.

### **E.1 Firm Prices**

All pricing quoted in the Proposal shall be firm and fixed for one-hundred eighty (180) calendar days following the deadline for RFP submission, or until a Contract is negotiated and signed that establishes future pricing, whichever comes first.

### **E.2 Complete Prices**

Proposals must include all costs required to complete the work required herein.

Proposer shall identify the exact amount of the price quoted that is subject to California Sales or Use Tax. The University is subject to California Sales and Use Tax.

All costs for freight, shipping, crating, and delivery must be quoted in the Proposal. Proposals quoted “FOB delivered, freight prepaid and allowed” will be considered to meet this requirement.

Proposers must quote maximum “not to exceed” amount for travel and per diem expenses and include these costs in the cost proposal.

All travel expenses and reimbursement must comply with UC San Diego Travel Policies:  
<http://blink.ucsd.edu/travel/training-guidelines/booking/meals-lodging-per-diem/index.html>

Exceptions to this travel policy must be approved in writing by UC San Diego.

Separate subtotals should be shown for the core or essential elements of the proposed solution and for any layers of optional elements.

### **E.3 Price Levels and Discounts**

Proposer should propose any alternative price models or payment terms that would lower the University's overall cost for the initial one-year and five-year periods following the Effective Date of the Contract.

Proposer should offer options such as caps on maintenance fee increases to enable the University to meet its need for cost stability.

Proposer should clearly specify any additional discount that would be applicable if a Contract is approved by the University at or prior to Proposers Quarter or Fiscal Year end.

Proposer warrants that the prices offered in its Proposal are equal to or are lower than those offered for equivalent quantities of Products and services to similar institutional accounts. Proposer shall apply any special university or educational pricing that will lower the cost to the University.

To the extent possible, any applicable discounts should be shown separately from the prices for products and services, as global figures.

In addition to completing Exhibit H, the Cost Proposal Form, the proposer must respond to the following:

Due to the comprehensiveness of the requirements and their applicability to other UC campuses, the Proposer must propose a pricing methodology and approach that provides for additional financial incentives that would apply to all University of California campuses, inclusive of UC San Diego, that might elect to utilize the products and services covered by any subsequent agreement resulting from this RFP. This may include sliding scale pricing, increased discounts on licensing, and/or maintenance and support, or other cost reduction or fee waivers for areas such as system admin user license, read-only user license, advanced training, on-going support, implementation costs, and conference attendance. The proposers response to this section should be set forth in Exhibit H labeled *Multi-Campus Proposal*. This Multi-Campus Proposal is not utilized as part of the lowest cost-per-quality point calculation for the purpose of making an award pursuant to this RFP.

#### **E.4 Methodology**

Proposer should make clear the rationale and basis of calculation for all fees.

The University prefers that separate costs be quoted for all items in the proposed solution, including fees for licenses, maintenance, support, consultation, training, Customizations, etc. Proposer should also present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the University.

In presenting Software license fees, Proposer should:

- Explain all factors that could affect licensing fees.
- Make clear what type of license is offered for each price (perpetual, annual, named User, concurrent User, installed copies, MIPS-based, etc.).
- Should include any license/sub-license agreement that is proposed as part of any agreement that may result from this RFP.
- Indicate which Product versions, Operating Platform(s), and machine classes are included for each cost.
- Indicate whether a Product is for “server” or “client,” as appropriate.
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

Proposer should also present charges and fees that would apply if the University expands the solution to cover additional Hosts, what additional licenses would be required, and what will be the incremental cost of each such license. Per unit cost for any licenses added during the period of this Contract should be no higher than the per unit cost of the licenses quoted for the scope of the initial installation required herein.

Proposer should provide an explanation of the constraints affecting the pricing, warranty, and other aspects of its Proposal that arise from the Proposer’s way of managing revenue recognition.

#### **E.5 Payment Schedule**

The University’s initial orders under the Contract will be payable thirty (30) days following the Effective Date of the Contract or following delivery and successful installation, whichever occurs later.

## SECTION F. REQUIRED SUBMITTALS

### F.1 Proposal Submission

Forms which must be included with the proposal response include:

- Proposal Cover Page, Exhibit B  
Page must be signed by an individual authorized to bind the Proposer contractually, and include individual's printed name and title, date of signature, name of the company, and the RFP number.
- Insurance Certification Form, Exhibit C
- Business Information Form, Exhibit D
- Conflict of Interest Certification Form, Exhibit E
- Proposer Reference Form, Exhibit F, and comprehensive customer list
- Functional and Technical Requirements Form, Exhibit G

**\*Do not include cost information in the Technical Proposal.**

- Cost Proposal Form, Exhibit H

**\*Cost information must be submitted separately from Technical Proposal.**

- Hardware Recommendation Sheet, Exhibit I
- Audited financial statements or equivalent

**\* Financial Statements must be submitted separately from Cost and Technical Proposal.**

- SEC 10K forms
- Standard Agreements

\*Proposer should include its proposed Software license and maintenance agreements.

Agreements provide a useful point of reference for the University when the Contract is prepared. The University is not obligated to accept the terms and conditions of such agreements unless they conform substantially to the requirements of this RFP.

- Product Documentation

\*Proposer must provide one electronic copy of Product documentation in a standard file format or if Product documentation is not available in electronic format, Proposer must provide one printed copy of Product documentation. One electronic and (if provided) one printed copy must accompany the written RFP response and will be retained by the University as part of the RFP record. The electronic copy of the documentation should be saved in a separate "Folder" from the Proposal. The printed copy (if provided) should be in a separate document from the Proposal and not bound together with the Proposal.

In addition:

- Product Demonstration

Proposer is required, if requested by the University, to provide a live demonstration of its proposed Software. Proposer should propose options for carrying out such a demonstration. For demos proposed at a University site, Proposer should detail its space and equipment requirements that would need to be fulfilled by the University.

If a product demonstration is presented under this RFP, the demo shall enable the University to observe any or all end-User and system administrator functions that are proposed in the Proposer's response to the RFP, except to the extent that a function cannot be fully demonstrated because doing so would require use of the University's actual data or integration with University systems as described in the RFP.

- Pilot Testing

Proposer is required, if requested by the University, to provide the proposed Products (or access to the proposed SaaS Products) to the University for a limited time at no cost to the University for the purpose of evaluating and testing the capabilities of a proposed system in a Production context. The University and Proposer will work together to determine an appropriate test period and software/hardware configuration. Any Software, hardware, and other materials associated with the evaluation and testing will be returned to Proposer upon completion of the evaluation and test and will remain the property of the Proposer.

## SECTION G. EVALUATION AND BASIS OF AWARD

Any Contract(s) resulting from this solicitation shall be awarded to the responsive, responsible Proposer who meets functional and technical /system requirements and provides the highest value for the least cost. The top Proposals will be determined on a lowest cost-per-quality point basis.

### G.1 Evaluation Process

Proposals will be evaluated on the basis of its conformance to the RFP instructions, completeness, clarity of content, and responsiveness to the mandatory requirements as detailed in section A.2 of this RFP. Proposals that do not meet the initial mandatory requirements of section A.2 will be rejected by the University as non-qualifying.

Proposers that have successfully met the mandatory requirements of section A.2 will be allowed to complete exhibit G and submit it for scoring.

Quality points will be awarded to each item being scored according to how well the Proposal satisfies the requirement. The number of points available for each item may vary depending upon the relative importance of the item. Proposals shall also be evaluated for their acceptance of University terms and conditions. A Proposer must receive a minimum of 2/3 of possible points to be considered for further evaluation. Proposers who do not meet the 2/3 minimum point standard of said qualifications will be disqualified as non-responsive.

Proposals will then be evaluated and scored on a cost-per-quality-point basis, and costs will be calculated according to a multi-year projection. The cost will then be divided by the quality point score awarded in the second stage.

The University may require at least two Proposers (finalists) with the lowest cost-per-quality point scores to demonstrate their proposed solutions, and such demonstrations will be scored. Scores from the demonstrations will be added to their existing quality point scores and the cost-per-quality point score for the finalists will be recalculated. The University may also, or instead, require pilot testing of the proposed solution by University staff.

### G.2 Scoring

Proposals will be evaluated based on “cost-per-quality point” formula. The University calculates total quality points by taking an average of all quality points by category and then totaled, or taking an average of the total points awarded by individual evaluators. The total proposed cost is divided by the quality point score to determine the lowest cost-per-quality point score for each Proposal.

The following formula will be used to compute the Proposer’s cost-per-quality point score:

$$\frac{\text{Total Cost}}{\text{Quality Point Value}} = \text{Cost-per-quality point}$$

### **G.3 Rejection of Proposals**

The University reserves the right to reject all Proposals and make no award. The University reserves the right to make an award in the aggregate or in parts as may best meet the requirements of the University.

### **G.4 Proposer Disqualification**

A Proposer may be disqualified at any stage based on misrepresentation and/or omission of facts; lack of credibility of proposed costs, technologies, or implementation procedures; evidence of collusion among Proposers; or failure of the Proposer to perform in a satisfactory or faithful manner on any previous Contract or order with the University.

### **G.5 Contract Negotiation**

The Proposer who's Proposal receives the lowest cost-per-quality point score will be given the opportunity to engage in final negotiations on a Contract. If, however, the University is unable to reach agreement with a Proposer, the University reserves the right to cease negotiations with that Proposer and commence negotiations with the Proposer having the next lowest cost-per-quality point score, or to reject all Proposals.

### **G.6 Vacated Award**

If the Contract is terminated for breach within one-hundred eighty (180) days of its Effective Date, the University reserves the right to negotiate a Contract with the Proposer next in line according to the evaluation.



## **SECTION H. TERMS AND CONDITIONS**

The following provisions shall be incorporated into the Contract that results from this RFP.

### **H.1 Term of Contract**

The Contract term shall begin on the date of the Contract's approval by both parties and shall last at least until the completion of all stages of implementation, support, the availability of special pricing, and expiration of any warranties as defined in the Contract.

The period of the Contract may be extended by mutual agreement of the parties in writing.

Terms and conditions that survive the expiration or termination of the Contract will be specified in the Contract.

### **H.2 Negotiation of Contract**

Any Contract with a Proposer issued as a result of this RFP will incorporate all requirements and provisions of the RFP. If a Proposer submits exceptions to any requirements of the RFP in the manner described in Section D, Proposal Format, the University will address such exceptions in developing any Contract that may be issued as a result of this RFP.

The University reserves the right to negotiate the resolution of exceptions, irregularities, or Errors included in a Proposal, provided that such action will not negate fair competition and will permit proper comparative evaluation of the Proposals, as determined by the judgment of the University Buyer or designee.

### **H.3 Contacts with University Personnel**

Proposers are not permitted to contact University personnel, nor any consultant working for the University, about this RFP or about a Contract developed as a result of this RFP except as instructed below. Correspondence by email is preferred.

Proposers must direct all required RFP documents and inquiries to Bryan Hurley by phone at (858) 5341940 or by email at [bhurley@ucsd.edu](mailto:bhurley@ucsd.edu).

Proposers should include their firm's name, abbreviation or acronym in the subject line of email, and in the file name and document title of all attachments. Any other contact with University personnel regarding the subject matter of this RFP may result in the disqualification of the Proposer.

### **H.4 Submittal Deadline**

**Proposal shall be delivered to the address indicated herein on or before the Proposal due date indicated on Page 1 of this RFP. Any Proposal received after the due date shall be rejected. It is the Proposer's sole responsibility to assure that its Proposal is received at the required location prior to the Submittal Deadline.**

### **H.5 Responsive Proposal**

Proposal must be complete, submitted by the RFP due date in the required format, and satisfy all of the requirements in the RFP. Otherwise, the University may declare Proposal to be non-responsive and not consider it further.

## **H.6 Authorized Proposal**

Proposal and all Proposer correspondence related to it shall be from a duly authorized representative of the Proposer.

## **H.7 Ownership and Copying of Proposal**

All Proposals become the property of the University. Proposer agrees by its actions of submitting a Proposal to the University to have assigned all copy right in said Proposal to the University. All information and materials contained in a Proposal submitted to the University may be reproduced by the University for the purpose of providing copies to University personnel authorized to evaluate the Proposal.

## **H.8 Proposal Acceptance Period**

The University will have a period of one-hundred eighty (180) days from the deadline for Proposals to accept, reject, or negotiate the final terms of a Contract with the successful Proposer.

## **H.9 Proposer Withdrawal, Modification and Resubmission of Proposal**

Proposals may be withdrawn and/or resubmitted at any time prior to the RFP due date. Proposals may be modified by a written (including faxed) request from the Proposer prior to the due date.

Proposer's contacts regarding withdrawal, modification, or resubmission of a Proposal shall be directed to the University personnel identified in this RFP, unless the University directs the Proposer in writing to contact other personnel.

## **H.10 Addenda to RFP**

The University may revise or add to the RFP prior to the due date and, at its own discretion, may extend the deadline for all potential Proposers. Such addenda will be sent by one of the following methods: electronic mail (email), facsimile transmission, overnight courier, or certified mail with return receipt requested.

Addenda will be clearly marked as such. Each addendum will be numbered consecutively and will become part of this RFP.

Any Proposer who fails to receive such addenda shall not be relieved of any obligation under its Proposal as submitted.

No oral or written statements made by University personnel shall be considered an addendum to this RFP unless the statement is contained in a written document identified as a written addendum to this RFP.

## **H.11 Rejection of Proposals**

The University reserves the right to reject any and all Proposals. The University may reject a Proposal from a Proposer who has been delinquent in any prior Contract with the University. The University reserves the right to re-solicit Proposals. The University does not guarantee that a Contract will be signed as a result of this RFP.

#### **H.12 Integrity of Response**

In preparing Proposals, Proposers are cautioned not to delete or alter any material that the University included in this RFP, including the University's terms, conditions, specifications, or forms, as such changes may render a Proposal non-responsive.

#### **H.13 Costs of Response to RFP**

The University is not liable for any costs incurred by a Proposer or potential Proposer in making a Proposal. Proposers are responsible for all costs related to a Proposal, including the cost of attending meetings or making presentations.

#### **H.14 Low Ball Submittals**

The University shall enter into a Contract only after it has determined that prices to be paid are reasonable. The University reserves the right to request additional documentation supporting the Proposer's pricing and the Proposer's ability to meet the responsibilities stated in the RFP.

#### **H.15 Penalty for Collusion**

If at any time the University shall find that the Proposer to which a Contract has been awarded has, in presenting a Proposal, colluded with any other party or parties, the University reserves the right to cancel or terminate the Contract so awarded and the Proposer shall be liable to the University for all loss or damage that the University may have suffered.

#### **H.16 Multiple Awards**

The University reserves the right to make an award in whole or in part, or to make multiple awards as an outcome of this RFP when it is determined to be in its best interest and at its sole discretion.

#### **H.17 Costs**

##### **H.17.a Software Support Renewals**

Software support services, fees, and any recurring cost detailed by the Proposer on Exhibit H shall not renew automatically beyond the date established in the contract to be negotiated between the University and the selected Proposer.

##### **H.17.b Price Reductions**

If Proposer offers a general price reduction that lowers the cost for any Product or service below the cost included in the Proposal or the Contract, Proposer shall offer the cost reductions to the University.

Proposer shall not be obligated to charge the maximum amount allowed under the Contract for any given service.

#### H.17.c Freight and Handling Charges

All shipments under the Contract shall be F.O.B. Destination, freight prepaid and allowed. The University shall not be responsible for paying freight charges.

#### H.17.d Tax on Products and Services

Taxes that are applicable for Products and services purchased by the University under the Contract will be specified in the Contract based on current excise tax regulations of the State of California that apply to Software and services.

#### H.17.e Proposer Expenses

If any travel and related expenses for On-Site services by Proposer personnel are to be paid by the University under the Contract, the Proposer shall use its best efforts to minimize such expenses, and all such expenses must have the prior written approval of the University, which shall not be unreasonably withheld or delayed.

Regardless of the amount quoted, the University will pay only for actual, necessary, customary and reasonable travel and expenses supported by valid receipts up to the amount quoted in the winning Proposal. The University will not be responsible for any travel and per diem expenses over the amount quoted or outside of the UC San Diego travel policies unless such expenses are required for work outside the scope of this RFP and approved in advance in writing.

### **H.18 Payment**

#### H.18.a Payment Terms

The University's standard payment terms are net 30 days after completion of a payment milestone and receipt of invoice. The payment milestone for Software is Acceptance. The University shall not be subject to any late fees or finance charges.

#### H.18.b Timely Notification of Past Due Invoices

Proposer shall notify the University if payment has not been received forty-five (45) days after University's receipt of invoice.

#### H.18.c Renewal Notices

Notices of renewal of Software Support must be delivered to the University between thirty (30) and ninety (90) days prior to the renewal date.

Notices of price changes for Software Support renewals must be delivered to the University between sixty (60) and one hundred twenty (120) days prior to the renewal date.

#### H.18.d Bundled Technology

Any Bundled Technology that is licensed or acquired by the University under the Contract shall be subject to all the terms and conditions of the Contract, and any Bundled Technology in the form of Software shall be treated in all respects like the Software licensed under the Contract, except as specifically provided in the Contract.

## **H.19 Software License**

### **H.19.a Licensed Site**

Software shall be licensed for the Licensed Site defined in this RFP unless otherwise defined in the Contract.

### **H.19.b Licensed Users**

Contract shall provide Software licenses for the number and types of Users described in Section C.3 (Number of Users and/or a per User cost as detailed in Exhibit H) and shall also specify procedures for adding additional licenses.

### **H.19.c Permitted Uses**

For Software licensed by the University (and related Documentation), the Contract shall include licensing provisions that reflect the application needs and usage requirements described in Section C, Functional and Technical Requirements.

### **H.19.d Backup/Archival Copies of Software and Data**

It will be the selected vendor's sole responsibility to maintain the software, the University's data obtained through the interfaces, and all production data (i.e. reconciliations, reconciling items, supporting documentation attached, tasks, transactions, etc) for a minimum of 10 years.

### **H.19.e Transfer Rights**

The University and all licensed Users shall have the right to access the Software and all data at all times; such access shall never be subject to any access fee.

### **H.19.f Software Testing**

The University shall have the right to access an instance of the Software for testing, quality assurance and development purposes, from typical places where the Software will be accessed during Production Use.

### **H.19.g Disabling Code**

Proposer agrees that, except as specifically permitted in the Contract, the Software delivered under the Contract shall be free of any code or mechanism that is designed to disable operation of the Software on any date or after any lapsed period of time or to enable the Proposer or any third party to disable operation of the Software by any technical means ("disabling code").

### **H.19.h Virus Protection**

Proposer agrees to take reasonable steps to test Software delivered under the Contract for Virus Code as defined below and represents that the Software will be free, to the best of Proposer's knowledge, of Virus Code as of the date of receipt from Proposer. Proposer agrees to take such steps with respect to future enhancements or modifications to the Software. Proposer further agrees that it will maintain an object-code master copy of each supported version of the Software free and clear of any known Virus Code. In the event that the University discovers an Error in the Software that may be attributable to Virus Code, upon the University's written request, Proposer agrees to duplicate a copy from the master copy and make such duplicate copy available to the University for comparison with and, if necessary, correction of the University's copy of the Software.

#### H.19.i Proprietary Rights Indemnity

Proposer 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 Proposer'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 Proposer 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 Proposer as soon as practicable of the suit or action alleging such infringement. Proposer 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.

If Software provided under the Contract is, or in Proposer's opinion is likely to become, the subject of a claim, suit, or proceeding of infringement, Proposer (1) may procure for the University, at no cost to the University, the right to continued usage of the Software, or (2) may replace or modify the Software to make it non-infringing, at no cost to the University, provided that the functionality of the Software is not impaired. If none of the foregoing options is feasible, at Proposer's sole discretion, the Proposer may terminate the license for such Software. In the event of such termination, the University shall be entitled to a pro-rata refund based on the depreciation of license fees on a straight-line sixty (60) month basis commencing with the delivery of the Software to University or the Effective Date of the Contract, whichever comes first, added to a pro-rata refund of the current year's maintenance fees on a straight twelve (12) month basis.

The foregoing indemnification does not extend to any claim arising out of a modification of the Software by University, or any claim arising out of the combination, operation, or use of the Software with Software or hardware not provided or recommended by Proposer, except to the extent that the claim is based solely on the portion of such combination that is delivered or recommended by Proposer.

Any limitation of Proposer's liability included in the Contract shall not apply to this proprietary rights indemnity.

#### H.19.l Warranties

*H.19.l.i.* Software. Proposer warrants that Software received by the University under the Contract shall operate substantially without Errors as defined in the Contract for a period

of one year beginning with the Acceptance Date of the Contract (“Warranty Period”). During the Warranty Period, the University shall provide prompt written notice and evidence of Errors to the Proposer, and the Proposer will perform services necessary to correct Errors without additional charge to the University. If during the Warranty Period Proposer is unable to correct any Error that substantially affects the operation of the Software, the University shall be entitled to the refund of all fees paid by the University under the Contract.

*H19.l.ii. Service.* All services performed by the Proposer under the Contract should be covered by a service warranty.

*H.19.l.iii.* Proposer certifies that the warranties covering the products and Proposer services purchased under the Contract are the most favorable commercial warranties that the Proposer offers to any customer for the same or substantially similar products and services.

## **H.20 Acceptance**

During the Acceptance Period, the University shall perform whatever Acceptance tests on the Software it may wish to confirm that the Software is operating according to the specified requirements. The University currently does not have any pre-established performance criteria. If the University discovers during the Acceptance Period that any Software is not operative, the University shall notify Proposer of the deficiencies. Proposer, at its own expense, shall modify, repair, adjust, or replace the Software to make it operative within twenty (20) days after the date of the University’s deficiency notice. The University may perform additional Acceptance tests during a period commencing when Proposer has delivered revised Software correcting all of the deficiencies the University has noted. This restarted Acceptance Period shall have duration equal to that of the initial Acceptance Period, unless the University earlier accepts the Software in writing. If the Software, at the end of the Acceptance Period as so extended, still is not operative in the University’s judgment after consultation with Proposer, the University may reject the Software and terminate the Contract for material breach or, at its option, repeat the procedure of this paragraph as often as it determines is necessary. If the University does not notify the Proposer of Acceptance or rejection of the Software, it shall be deemed accepted at the end of the Acceptance Period extended pursuant to this paragraph.

Acceptance by the University shall not waive any rights that University might otherwise have at law or by express reservation in the Contract with respect to any nonconformity subsequently discovered.

## **H.21 Non-Disclosure**

The parties to the Contract shall hold in confidence, and withhold from third parties, any and all Proprietary Information (as defined below) disclosed by one party to the other and shall use the other party’s Proprietary Information only for the purposes stated herein (the “permitted purposes”) and for no other purpose unless the disclosing party shall agree herein or hereafter in writing.

Each party agrees to safeguard from theft, loss, and negligent disclosure the other party’s Proprietary Information received pursuant to this RFP or the Contract by utilizing the same degree of care as the receiving party utilizes to safeguard its own Proprietary Information of a similar character from theft, loss, and negligent disclosure, but in no event less than reasonable care. Each party agrees to limit access to Proprietary Information to those officers, directors, and employees within the receiving party’s organization, and to the party’s subcontractors, who reasonably require such access to accomplish the permitted purposes.

Each party agrees not to reproduce or copy by any means the Proprietary Information of the other party except as reasonably required to accomplish the permitted purposes. The parties shall not remove any trademark or proprietary rights legend from the Proprietary Information of the other party.

Each party agrees the confidential or Proprietary Information disclosed by one party to the other shall be deemed "Proprietary Information" when the information:

- 1) consists of technical and commercial information owned or licensed by either party, including without limitation any and all Software programs, data and data structures, descriptions of computing infrastructure and configuration, security technologies, and any and all related techniques, discoveries, inventions, processes, copyrights, know-how, trade secrets, source code, object code, algorithms, specifications, documentation, and passwords or other confidential methods of information access; or
- 2) is provided to the other party in written or other recorded form and is identified as proprietary by means of an appropriate legend, marking stamp, or other clear and conspicuous written identification that unambiguously indicates the information being provided is the disclosing party's Proprietary Information; or
- 3) is disclosed in other than written or other recorded form, but only to the extent identified as the disclosing party's Proprietary Information at the time of original disclosure and thereafter summarized in a written form that clearly identifies the Proprietary Information. Such summary shall be transmitted by the disclosing party to the receiving party within fifteen (15) calendar days of the disclosure to which it refers.

All Proprietary Information disclosed pursuant to this Contract shall be and remain the property of the disclosing party or its third-party suppliers. Except as expressly specified in this Contract, neither party to this Contract acquires any license, right, title, or interest in and to the Proprietary Information received from the other party. Each party shall inform such employees of the non-disclosure obligations set forth herein and shall obligate in writing any subcontractors to comply with the non-disclosure requirements stated herein.

Each party shall give prompt written notice to the other party upon becoming aware of any unauthorized use or disclosure of the Proprietary Information. Each party agrees to use its best efforts to remedy such unauthorized use or disclosure of the Proprietary Information at its own expense. Each party acknowledges and agrees that in the event of an unauthorized use, reproduction, distribution, or disclosure of any Proprietary Information, the other party will not have an adequate remedy at law and, therefore, injunctive or other equitable relief would be appropriate to restrain such use, reproduction, distribution, or disclosure, threatened or actual.

Neither party shall be liable for use nor disclosure of what would otherwise be considered Proprietary Information if it can establish by contemporaneous, clear, and convincing written evidence that such information, in substantially the same form and content:

- 1) is or becomes a part of the public knowledge without breach of the Contract by the receiving party; or
- 2) is known to the receiving party without restriction as to further disclosure when received; or
- 3) is independently developed by the receiving party without the use, directly or indirectly, of information received under this or other obligation of confidentiality with the disclosing party; or



- 4) becomes known to the receiving party from a third party who had a lawful right to disclose it without breaching the Contract; or
- 5) is approved in writing for release or use by an authorized employee of the other party; or
- 6) is disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States or any political subdivision thereof, or is otherwise required to be disclosed by law; provided, however, that the receiving party shall first have given prompt written notice to the disclosing party in order to allow objection by the disclosing party to any such order or requirement, or to otherwise protect the rights of the disclosing party and its suppliers prior to the disclosure. If a particular portion or aspect of the Proprietary Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the above non-disclosure provisions. In the case of any conflict between this provision and D.7.f below, Right to Know Legislation, the terms and conditions of Section D.7.f. shall take precedence.

#### H.21.a Confidentiality of Personal Data

In the course of providing services under this Contract, Proposer may be given access to Personal Data, which shall mean any information related to individual donors, corporations, foundations, and University-related persons, including but not limited to personal names, University status, login IDs and passwords, as well as age, gender, home or office addresses, telephone numbers (including fax and cell phone numbers), physical characteristics, and preferences. Proposer will maintain the confidentiality of all such Personal Data, shall limit access to Personal Data to its employees and subcontractors who perform services under the Contract, and shall promptly destroy any copies of Personal Data maintained by the Proposer upon completion of the tasks that required use of the Personal Data, evidence of which must be supplied to the University.

#### H.21.b Confidentiality of Student Records/FERPA & Health System Records Inclusive of HIPAA

In the course of providing services under a Contract, Proposer may be given temporary access by the University to confidential student and/or health system information stored in the University's databases. All such disclosures of information by the University will be governed by the Federal Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability Accountability Act (HIPAA), and University policy implementing FERPA and HIPAA. Proposer will treat this information as confidential and will not further disclose this information except in those instances allowed by law. Any use of this information for any purpose, other than the purpose for which the disclosure was made, is prohibited. Proposer shall promptly destroy any copies of this information maintained by Proposer upon completion of the tasks that required access to the information, evidence of which will be supplied to the University. Proposer will defend, indemnify, and hold harmless, to the extent permitted by law, the University, its officers, employees, and agents, from and against all losses, penalties, expenses (including reasonable attorneys' fees), damages and liabilities resulting from or arising out of Proposer's failure to comply with its FERPA and HIPAA obligations under a Contract, provided that such losses, penalties, expenses, damages, and liabilities are determined to be due to the negligent or willful acts or omissions of Proposer, its officers, employees, agents, subcontractors, or anyone employed by them, or any persons under Proposer's direction and control.

#### H.21.c Duplication Rights for Documentation

The University shall have the right to make electronic or printed copies of the electronic versions of the Documentation.

## H.21.d Use of English

Proposer must provide to the University an English-language version of all Software and Documentation; technical support and other contract services; and Proposals, quotations, and other business communications.

## H.22 Miscellaneous

### H.22.a Appendix A

Attached Appendix A, University of California Terms and Conditions of Purchase, shall be incorporated into to the Contract that results from this RFP. In the case of conflict between the terms and conditions of Appendix A and those of the Contract, the terms and conditions of the Contract shall take precedence.

### H.22.b Non-assignment and Subcontracting

Proposer shall not assign the Contract or any services there under without the prior written consent of the University. Proposer may, with prior written permission from the University, enter into subcontracts with third parties for performance of any part of the Proposer's duties and obligations, provided that in no event shall the existence of a subcontract operate to release or reduce the liability of the Proposer to the University for any breach in the performance of the Proposer's duties. Acceptance by the University of the Proposer's Proposal for performance hereunder, which identifies any proposed subcontractors and fully describes the duties and qualifications of such subcontractors, shall be considered permission from the University for the Proposer to enter into such proposed subcontracts. Proposer agrees that all subcontractors shall be agents of the Proposer, and Proposer agrees to hold the University harmless under the Contract for any loss or damage of any kind occasioned by the acts or omissions of the Proposer's subcontractors, their agents, or employees.

All personnel in Key Roles shall be subject to the University's approval.

The terms and conditions of the Contract shall be binding upon and inure to the benefit of the parties thereto and their respective heirs, successors, and assigns.

### H.22.c Termination for Convenience

University may, by written notice stating the extent and Effective Date cancel and/or terminate the Contract for convenience in whole or in part, at any time. University shall pay Proposer for satisfactory performance provided through the date of such termination. No termination made under this provision shall preclude the University from thereafter entering into an agreement with another Proposer for similar services.

### H.22.d Termination for Cause

In the event that the University determines that Proposer has materially breached the Contract, the University shall notify Proposer in writing of the nature of the breach and shall give Proposer thirty (30) days during which Proposer must effect a cure. If Proposer is unable or refuses to effect a cure within the 30-day period, or if after the 30-day period the University determines that the breach has not been cured to University's satisfaction, whichever occurs first, the University may, by written notice, terminate the Contract. In such event, the University may purchase or

otherwise secure Software and services to accomplish the Scope of Work listed under Functional and Technical Requirements, and, except as otherwise provided in the Contract, Proposer shall be liable to the University for any excess costs incurred by University because of the termination.

In the event Proposer determines that the University has materially breached the Contract, Proposer shall provide to the University a written notice specifying the breach and shall give University at least sixty (60) days to effect a cure. If the breach is not cured to Proposer's satisfaction, Proposer may propose a remedy that is proportionate to the alleged breach, and the two parties shall enter into negotiations concerning an appropriate remedy.

#### H.22.e Dispute Resolution

The parties agree that any dispute between the parties concerning the Contract that cannot be resolved by the personnel charged with implementing the Contract shall be submitted in writing to a designated senior executive of both Proposer and the University. The two executives shall engage in direct discussions in an effort to resolve the dispute, and any decisions mutually agreed by the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after it is submitted to them, either party may refer the dispute to a court of final jurisdiction or, if both parties agree, to arbitration.

#### H.22.f Right to Know Legislation

The University of California is subject to the Public Records Act. If prospective Proposers and Proposers designate any documents submitted as part of the RFP process as "confidential," the University shall review such documents and make a written determination that the marked documents qualify as exempt to public disclosure, prior to accepting them as such. If the University believes that the marked documents do not qualify for such a designation, the prospective Proposer or Proposer shall be so informed and shall have the option to withhold those documents from their final Proposal. Documents identified and accepted by the University as non-exempt documents are subject to public disclosure. (See also H.22 above, Non-Disclosure.)

#### H.22.g Auditing of Contract

Any Contract issued pursuant to this RFP shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under the Contract. The examination and audit will be confined to those matters connected with the performance of the Contract, including but not limited to, the costs of administering the Contract. Until the expiration of four (4) years after the furnishing of services provided under a Contract, Proposer shall, if necessary, make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Controller General, and their representatives, the Contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.

#### H.22.h Ethics

Proposer shall comply with University policies on gifts and gratuities. Proposer shall exercise reasonable care and diligence to prevent any action or conditions that could result in a conflict with the University's interest. During the period of the Contract, Proposer shall not accept any employment or engage in any work that creates a conflict of interest with the University or in any way compromises the work to be performed under the Contract. Proposer and/or its employees shall not offer substantial gifts, entertainment, payments, loans, or other consideration to the

University's employees, their families, other contractors, subcontractors, and other third parties for the purpose of influencing such persons to act contrary to the University's interest. Proposer shall immediately notify the University of any and all such violations of this provision upon becoming aware of such violations.

#### H.22.i Standards of Work

Work performed by Proposer shall be done in accordance with the specifications and standards set forth in the Contract and, where no specific standards are set forth in the Contract, shall be of a quality equal to the highest quality provided and accepted in the Software industry for similar work.

#### H.22.j Loss of Equipment

The University will not be responsible for the loss of equipment or materials left on University premises by Proposer during the performance of work covered by the Contract.

#### H.22.k No Free Parking

No free parking space is provided by the University for Vehicles used by Proposer in fulfilling the Contract.

#### H.22.1 Proposer Notice Requirements

The University requires Proposer to provide the following written notices in addition to any others that may be specified in the Contract:

Proposer must provide prompt notice in case the Proposer is encountering difficulties in meeting any performance requirements or schedule under the Contract. This notice must provide pertinent details, including the scope of the problem and any projected delays.

This notice will be informational only, and receipt of such information shall not be construed as a waiver by the University of any performance requirement or delivery date, or any rights or remedies provided by law or under the Contract.

Proposer must provide prompt notice in case the Proposer's work under the Contract is impeded because University staff is not available as agreed in the Contract, so that appropriate corrective action can be taken.

Proposer must provide prompt notice in the event the Proposer considers any work requested by the University to be outside the Functional and Technical Requirements defined in the Contract.

## University of California

**Appendix A - Terms and Conditions of Purchase**

ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

**ARTICLE 4 - TERMINATION**

A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:

- (1) the unit or pro rata order price for the performed and accepted portion; and
- (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to meet the required performance schedule.

C. If University determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; any extension granted shall be effective only if given in writing. If such delay is due to failure of University, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the word "Seller" includes Seller and its subsuppliers at any tier.

ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

## ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR

A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:

(1.) The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.

(2.) Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

## ARTICLE 10 - INDEMNITY.

A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

B. Proprietary Rights. Seller 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 Seller'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 Seller 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 Seller as soon as practicable of the suit or action alleging such infringement. Seller 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.

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller. The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or

substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925f), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:  
FAR 52.222-04 Contract Work Hours and Safety Standards Act  
FAR 52.222-26 Equal Opportunity  
FAR 52.223-02 Clean Air and Water (If order exceeds \$100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.

Seller shall:

(1) Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services, labor and materials furnished by Seller or its subcontractors under this order, and from all laborers', material men's and mechanics' liens upon the real property upon which the work is located or any other property of University;

(2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action or suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all



Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or in case the same be not promptly removed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any

moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons. To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.

#### ARTICLE 17 - INSURANCE

Seller 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 (unless the insurance requirements are stated otherwise in the purchase order):

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

- Each Occurrence: \$1,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- Personal and Advertising Injury: \$1,000,000
- Fire Damage (any one fire): \$100,000
- Medical Expenses (any one person): \$5,000
- General Aggregate (Not applicable to the Comprehensive Form): \$2,000,000

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 one million dollars (\$ 1,000,000) per occurrence. (REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of Two million dollars (\$2,000,000) per occurrence with an aggregate of not less than Two million dollars (\$2,000,000) or as indicated on the purchase order. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. 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 this Agreement. 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.

ARTICLE 18 - PERMITS. Seller agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California shall control this Appendix and any document to which it is appended.

## Appendix DS- Data Security

### ARTICLE 1 – PROTECTED INFORMATION

Contractor acknowledges that its performance of Services under this Agreement may involve access to confidential University information including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164). Contractor agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information. Contractor agrees to include all of the terms and conditions contained in this Appendix in all subcontractor or agency contracts providing services under this Agreement.

### ARTICLE 2 – COMPLIANCE WITH FAIR INFORMATION PRACTICE PRINCIPLES

With respect to the University’s Protected Information, and in compliance with all applicable laws and regulations, Contractor shall comply in all respects reasonably pertinent to the Agreement with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission (<http://www.ftc.gov/reports/privacy3/fairinfo.shtm>). Such principles would typically require Contractor to have a privacy policy, and, if collecting Protected Information electronically from individuals on behalf of the University, a prominently-posted privacy statement or notice in conformance with such principles (the University’s sample Privacy Statement for websites is available at <http://www.ucop.edu/irc/services/documents/sampleprivacystatement.doc>). Contractor also agrees, to the extent applicable to the Agreement, to comply with the University’s Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of University Electronic Information* (<http://www.ucop.edu/ucophome/policies/bfb/is2.pdf>), and IS-3, *Electronic Information Security* (<http://www.ucop.edu/ucophome/policies/bfb/is3.pdf>).

### ARTICLE 3 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED INFORMATION

Contractor agrees to hold the University’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by University, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, Contractor will notify University in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give University an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Any transmission, transportation or storage of Protected Information outside the United States is prohibited except on prior written authorization by the University.

## ARTICLE 4 – SAFEGUARD STANDARD

**Contractor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Protected Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Contractor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Contractor has responsibility for**

the Protected Information under the terms of this Appendix. Prior to execution of the Agreement, and periodically thereafter (no more frequently than annually) at the University's request, Contractor will provide assurance, in the form of a third-party audit report or other documentation acceptable to the University (the Shared Assessments® tools <http://www.sharedassessments.org/>, or similar, are acceptable), demonstrating that appropriate information security safeguards and controls are in place.

## ARTICLE 5 – RETURN OR DESTRUCTION OF PROTECTED INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Protected Information to University unless University requests in writing that such data be destroyed. This provision shall also apply to all Protected Information that is in the possession of subcontractors or agents of Contractor. Such destruction shall be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor shall certify in writing to University that such return or destruction has been completed.

## ARTICLE 6 – BREACHES OF PROTECTED INFORMATION

**A. Definition.** For purposes of this article, a “Breach” has the meaning given to it under relevant California or federal law, for example, California Civil Code Section 1798.29, California Health and Safety Code Section 1280.15, etc.

**B. Reporting of Breach:** Contractor shall report any confirmed or suspected Breach to University immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Contractor reasonably believes a Breach has or may have occurred. Contractor's report shall identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Protected Information accessed, used or disclosed, (iii) the person(s) who accessed, used and disclosed and/or received Protected Information (if known), (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University. In the event of a suspected Breach, Contractor shall keep the University informed regularly of the progress of its investigation until the uncertainty is resolved.

**C. Coordination of Breach Response Activities:** In the event of a Breach, Contractor will:

Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;

1. Promptly (within 2 business days) designate a contact person to whom the University will direct inquiries, and who will communicate Contractor responses to University inquiries;
2. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore University service(s) as directed by the University, and undertake appropriate response activities;

3. Provide status reports to the University on Breach response activities, either on a daily basis or a frequency approved by the University;
4. Coordinate all media, law enforcement, or other Breach notifications with the University in advance of such notification(s), unless expressly prohibited by law;
5. Make all reasonable efforts to assist and cooperate with the University in its Breach response efforts; and
6. Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in University-initiated meetings and/or conference calls regarding the Breach.

**D. Costs Arising from Breach.** In the event of a Breach, Contractor agrees to promptly reimburse all costs to the University arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of University personnel responding to Breach, civil or criminal penalties levied against the University, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the University.

#### ARTICLE 7 – EXAMINATION OF RECORDS

University and, if the applicable law, contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Appendix until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

#### ARTICLE 8 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to University at no cost to University to testify as witnesses, or otherwise, in the event of an unauthorized disclosure caused by contractor that results in litigation or administrative proceedings against University, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Appendix.

#### ARTICLE 9 – NO THIRD-PARTY RIGHTS

Nothing in this Appendix is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Appendix or by operation of law.

#### ARTICLE 10 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Appendix, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

#### ARTICLE 11 – INDEMNITY

Contractor shall indemnify, defend and hold University (and its officers, directors, agents and employees) harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including University's costs and attorney fees, which arise as a result of Contractor's negligent acts or omissions or willful misconduct.

#### ARTICLE 12 – SURVIVAL

**The terms and conditions set forth in this Appendix shall survive termination of the Agreement between the parties. If Contractor is unable to return or destroy the University's Protected Information in accordance with Article 6, then this Appendix, in its entirety, shall survive the Agreement until such time as Contractor does return or destroy the Protected Information.**

## **SECTION I. EXHIBITS**

EXHIBIT A: Notice of Intent to Respond to RFP

EXHIBIT B: Proposal Cover Page

EXHIBIT C: Insurance Certification Form

EXHIBIT D: Business Information Form

EXHIBIT E: Conflict or Interest Certification Form

EXHIBIT F: Proposer's Customer Reference Form

EXHIBIT G: Functional and Technical Requirements Proposal Form

EXHIBIT H: Cost Proposal Form

EXHIBIT I: Objectives Required by General Accounting: List of criteria that the proposed software must comply with as set forth by UCSD



**Exhibit A - NOTICE OF INTENT TO RESPOND TO RFP**

**Date:**

Submittal of this Notice of Intent to Respond to RFP does not commit a prospective proposer to submitting a proposal. It does insure that the respondent will be included in any communication regarding the RFP that may be issued by UCSD.

**Name:**

**Title:**

**Company (Proposer):**

**Address:**

**Phone:**

**Fax:**

**Email:**

**Signature:** \_\_\_\_\_

Please return this Notice of Intent to the UCSD Contact listed below via email (preferred) or fax:

Name: Bryan Hurley

Email: [bhurley@ucsd.edu](mailto:bhurley@ucsd.edu)

Fax: 858-534-1940

Or

Name: Lori Brierre

Email: [lbrierre@ucsd.edu](mailto:lbrierre@ucsd.edu)

Fax: 858-534-1940

**Exhibit B - PROPOSAL COVER PAGE**

For UCSD use only  
Date/time Received:

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

Proposer/Company Name: \_\_\_\_\_

Technical proposals \_\_\_\_\_  
Cost proposal \_\_\_\_\_  
Checked by:

Address: \_\_\_\_\_

Name and Title of Contact Person:

Phone Number:            Fax Number:    -

Email:

Individual(s) with the authority to negotiate/authorize an agreement between your company and The Regents of the University of California:

Name and Title of Contact Person:

Phone Number:            Fax Number:    -

Email:

**Federal Taxpayer ID Number:**

(While this information is optional at the proposal stage, FEIN must be provided before any contract will be issued.)

The undersigned agrees that this proposal constitutes an offer to The Regents of the University of California on behalf of the University of California, San Diego which shall be valid for a period of ninety (90) calendar days after the proposal due date or until a contract is fully executed between The Regents of the University of California on behalf of the University of California, San Diego and another, whichever is earlier.

The undersigned acknowledges that he/she has examined and is fully familiar with the documents incorporated therein and that any exceptions to that document are indicated herein.

Check One:     No exceptions are taken     Exceptions are attached

**All of the forms submitted by the proposer with its proposal are incorporated by reference herein. The undersigned certifies to the truthfulness and accuracy of the information contained on all such forms. Proposer further certifies that it will perform the services as stated in this RFP and will comply with the specifications, all relevant attachments, and the terms and conditions of this RFP, if a contract is awarded as a result of this proposal, subject to any exceptions noted in its proposal. Proposer warrants that the products and services specified in the proposal in response to this RFP, including proposer-recommended third-party products, include all items, components, quantities, services, etc., necessary to provide UCSD with the functional and performance capability required**

**by the RFP, unless otherwise stated in the proposal. Should additional items be required in order to meet the performance standards included in the RFP and the proposal, proposer shall provide them to UCSD at no additional cost.**

Company Name:

Signature:

Print Name:

Title:

Date:

**Exhibit C – INSURANCE CERTIFICATION FORM**

Before any contract is issued in response to this RFP, Proposer will be required to show evidence of adequate insurance coverage by furnishing UCSD with a **Certificate of Insurance**. The Certificate of Insurance should indicate that such insurance policy or policies will not be reduced or cancelled without 30 days' prior written notice to UCSD. Certificates must be issued naming **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** as an additional insured and as a separate endorsement to the **Certificate of Insurance**. Minimum limits of coverage are outlined in the University of California Terms and Conditions of Purchase, Article 17, Insurance, which is made a part of this RFP. However, successful Proposer will be required to comply with the additional insurance requirements and increased minimum limits set forth on <http://www.ucop.edu/ucophome/policies/bfb/bus63.html>, if applicable. It is the obligation of the Proposer to verify with the University Contact the minimum limits required for this RFP.

If your company is self-insured, a Certificate of Self-Insurance will be required. If you are unable to provide such a certificate, an acceptable alternative is statement signed by an officer (risk manager, treasurer, etc.) accepting self-insurance liability, provided documentation is furnished indicating that the necessary financial resources to perform are available when such liability is imposed by law. Said documentation may be in the form of audited financial statements, annual reports, or funded self-insurance.

Please check the appropriate box for each question:

1.  Yes                       No                      Proposer meets the Insurance Requirements for the coverage and in the amounts specified in University of California Terms and Conditions of Purchase, Article 17, Appendix A.
2.  Yes                       No                      Proposer will add The Regents as an additional Insured as a condition of award of contract.
3.  Yes                       No                      Proposer is self-insured. If yes, a Certificate of Self- Insurance will be provided prior to award of contract.

**Exhibit D - BUSINESS INFORMATION FORM**

**SUPPLIER OF GOODS OR SERVICES ONLY** To be completed by ALL FIRMS OR INDIVIDUALS PROPOSING TO DO BUSINESS WITH THE UNIVERSITY OF CALIFORNIA (regardless of commodity, service, or product offered.)

COMPANY NAME:		CONTACT PERSON: (Indicate Ms., Mr., etc.)			
STREET ADDRESS:					
MAILING ADDRESS (if different from street address):					
TELEPHONE NO.: (      )		TOLL FREE NO.: (      )		FAX NO.: (      )	
E-MAIL:			HOME PAGE ADDRESS:		
<b>Are any of the owners or owners' relatives currently employed by the University of California?</b> <b>YES <input type="checkbox"/> NO <input type="checkbox"/></b> <b>If yes, please provide details on an attached sheet of paper.</b>					
FEDERAL IDENTIFICATION NO. OR SOCIAL SECURITY NUMBER: (Optional at proposal stage, but must be provided before contract is awarded)			DUN & BRADSTREET NUMBER:		
PRIMARY TYPE OF BUSINESS: <input type="checkbox"/> BROKER <input type="checkbox"/> DEALER <input type="checkbox"/> DISTRIBUTOR <input type="checkbox"/> FABRICATOR <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> MANUFACTURERS AGENT <input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE <input type="checkbox"/> WHOLESALER    OTHER					
PRINCIPAL OWNER(S) NAME:		Title	Sex (M or F)	Ethnicity	Percent Ownership
					%
					%
THIS IS A PARENT COMPANY: (Name of subsidiaries)			THIS IS A SUBSIDIARY: (Name and location of parent company)		
NUMBER OF YEARS IN BUSINESS	AVERAGE ANNUAL SALES (PRIOR 3 YEARS)	NET WORTH OF BUSINESS	NORMAL INVENTORY VALUE	APPROXIMATE SIZE OF FACILITIES (sq.ft.)	NUMBER OF EMPLOYEES
DESCRIPTION OF PRODUCTS & SERVICES (attach sales literature as appropriate)					
BANK REFERENCE NAME:			ADDRESS: (Number, City, State, Zip)		

CUSTOMER REFERENCES:			
Name	Address	Phone Number	
PERSON(S) AUTHORIZED TO COMMIT YOUR FIRM TO A CONTRACT:			
Name	Title	Name	Title
Name	Title	Name	Title
INSURANCE: Is your Company Insured? <input type="checkbox"/> YES <input type="checkbox"/> NO			
TYPE OF INSURANCE: <input type="checkbox"/> General Liability <input type="checkbox"/> Automobile Liability <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other			
Name of Insurance Provider/Producer			
Companies Affording Coverage: GSA SF 254 A/E or related services questionnaire may be required			
OWNERSHIP OF BUSINESS: (Check One) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Foreign Ownership <input type="checkbox"/> Not for Profit <input type="checkbox"/> Other			
STATE OF INCORPORATION:		CORPORATE REGISTRATION NUMBER:	
CORPORATE STATUS:			

**Exhibit E –CONFLICT OF INTEREST CERTIFICATION FORM**

1. Proposer certifies that none of its officers or employees is:
  - a. An individual who is presently employed by the University or whose separation from the University occurred within two years of the date of the proposed transaction.
  - b. A spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or step-relative to an individual who is presently employed by the University or whose separation from the University occurred within two years of the date of the proposed transaction.
2. Proposer agrees that if it is awarded the resultant contract under this RFP, it will not hire any officer or employee of the University to perform any service covered by this RFP. If the work is to be performed in connection with a Federal contract or grant, the Proposer will not hire any employee of the United States government to perform any service covered by the resultant contract.
3. Proposer affirms that there exists no actual or potential conflict between the Proposer’s family, business, or financial interests and the services provided under this RFP, and in the event of change in either private interests or service under the resultant contract issued pursuant to this RFP, it will raise any question with the University regarding possible conflict of interest which may rise as a result of such change.
4. Proposer agrees that if it is awarded the resultant contract under this RFP, it 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 Proposer.

Name of Proposer: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**Exhibit F –PROPOSER’S CUSTOMER REFERENCE FORM**

Please provide the following information for three of your customers whom we may contact as references for the services to be performed under this RFP:

**1. Company Name:** **Phone:**

**Company Address:**

**Contact Person name and title:**

**Summarize type of job and technical specifications:**

**Date and Length of Contract:**

**2. Company Name:** **Phone:**

**Company Address:**

**Contact Person name and title:**

**Summarize type of job and technical specifications:**

**Date and Length of Contract:**

**3. Company Name:** **Phone:**

**Company Address:**

**Contact Person name and title:**

**Summarize type of job and technical specifications:**

**Date and Length of Contract:**



**Exhibit G – FUNCTIONAL AND TECHNICAL PROPOSAL FORM**

Functional and technical requirements have been incorporated into Exhibit I: Objectives and Functional Requirements of UCSD's General Accounting. This section has been left blank intentionally.

**Exhibit H - COST PROPOSAL FORM**

In order to ease the process of comparing cost proposals among different vendors, UCSD's request that you please use the following format when submitting your cost proposal. If a category is included or already encompassed on the License cost, answers like "none" or "Included" are acceptable. If your offer proposes this to be a discount, pro-bono, or free item, please state so as well.

Type of Cost	Description of Cost	Your Proposed Cost
<b>Non Recurring Cost</b>	Initial Set up and Licensing Fee (Account Reconciliation and Transaction Matching ONLY. If additional functionalities are included, please note so in a (*) comment on your quote.)	
	Support to develop and test outbound interface (GL to vendor system)	
	Costs associated with developing inbound interfaces (assuming 5 to 8 banking institutions and other statements/entities -i.e. travel expenses- to vendor system). Please note we assume the vendor will be developing these interfaces with UCSD's assistance. If this is not the case, please state so.	
	Initial Training Cost (fixed fee amount only, if you offer a cost per user instead, please detail in the recurring section, and state zero here)	
	Cost of creating a separate/new instance of the software for any campus or dependency of the University of California.	
	Other one-time (Non-Recurring) Costs (please detail)	
<b>Recurring Costs</b>	License cost per user, per month	
	License cost per system admin, per month	
	License cost per read-only user, per month (i.e. auditors)	
	Training costs per user (if applicable)	
	Costs associated with software updates & new releases	
	Support costs - Technical support - Call center - Online support	
	Other recurring Cost (please detail)	
<b>Other Costs</b> (please explain each in detail if not included as part of recurring costs)	Cost of single sign on capabilities	
	Cost of customizing existing templates for UCSD needs (minor customizations and adjustments only)	
	Cost of archiving documents for at least 10 years	
	Associated costs for warranties offered	

## Exhibit I – OBJECTIVES & FUNCTIONAL REQUIREMENTS OF UCSD’s GENERAL ACCOUNTING

<b>SECTION 1: RECONCILIATION &amp; MATCHING</b>
<p>Activity Matching: Evaluate the capability of the software to match debits &amp; credits within the same account or within a group of accounts.</p> <p>Evaluate capability to analyze activity on an account for transactions exceeding certain thresholds, etc.</p> <p>Can a risk factor be assigned to accounts in the software? Can reconciliations be ranked based on risk assessment?</p> <p>Are the options and scales flexible? (i.e. Low-Medium-High, or 1 to 5, etc.)</p> <p>Can the software auto certify reconciliations on accounts that have had no activity or activity under a specified threshold?</p> <p>Does software allow auto-certification for Low Risk accounts based on a rule based approach? (i.e.- zero balance accounts with no activity)</p> <p>Can the software automatically route reconciliation workflow through multiple levels of approvals?</p> <p>Do the standard templates for reconciliations and matching offered by this software and to meet the needs of current reconciliations and analytical procedures? Will implementation support including tailoring and application of reconciliation templates be provided?</p> <p>Can the software do complex matching? For example, match multiple transactions to a single deposit?</p> <p>Is the software capable of "carrying over" prior open/ unresolved items at the start of a new reconciliation period?</p>
<b>SECTION 2: OTHER ANALYSES</b>
<p>Does the software have the capability to enforce segregation of duties?</p> <p>Will the software have the ability to itemize reconciling items? (the difference between GL &amp; the sub-ledger or third party balance)</p> <p>Does the software have capability to require/ enforce the preparer to submit an explanation for account variances as part of the reconciliation &amp; submission process?</p> <p>Is the software capable of variance analysis, period over period, year over year, etc.</p> <p>Does software facilitate the revision of prior reconciliations? For example, capability of reviewing matched items and eventually correct/ modify those reconciling items (or for reconciliations where matching is involved, the prior matching)?</p>
<b>SECTION 3: CLOSING CALENDAR, TASKS, &amp; CONTROLS MONITORING</b>
<p>Does the software have the capability to keep track of closing calendars and tasks over the closing process</p> <p>Compliance tracking:</p> <ul style="list-style-type: none"> <li>-capability to hold controls to be tested</li> <li>-capability of the software to differentiate between key controls and non-key controls</li> <li>-capability to interface with reconciliations to automatically test key controls (like on-time completion of reconciliation)</li> </ul>
<b>SECTION 4: TRAINING &amp; SUPPORT</b>
<p>Can the vendor offer support to system administrative users?</p> <p>What sort of training support does the software enable?</p>

Does the vendor offer online video tutorials or training materials?

What technical support options does the vendor offer & when is the support available to user?

What is associated fee structure for support?

#### **SECTION 5: SOFTWARE GENERAL FUNCTIONALITY**

Does the software have the functionality to allow for an alternative reconciler, reviewer, or approver on temporary basis to accommodate staff absences?

Software must display GL balances

Can policies and procedures for each account reconciliation be added & enforced for each reconciliation separately?

Can the software monitor accounts/funds on an overdraft status and notify owners of this account

How often are new releases or updates to software issued?

How are software updates implemented and what's the routine impact to customers?

For what amount of time is software disabled for updates (what is uptime vs. downtime)? What are the availability metrics for the software? Does the vendor offer guarantees or refunds if goals are not met?

Does the software have capability to grant restricted access to auditors?

Does the software have the ability to store/ archive documents in accordance with UCSD retention policies & compliance requirements? (i.e. third party audits) Is there an incremental cost for this retention period?

Will the software be able to keep up with responses to business changes without an additional cost or low charge? (i.e. - adding users, adding new accounts, etc.)

Does the software contain a "HELP" function so that a user can have an explanation of how a feature is used?

Does the software contain automated validations at various points (i.e. - validating totals) and report any failures to users?

Is the software able to adapt to the University's Data Structure? How flexible is the software to be able to adapt to different reporting structures?

#### **SECTION 6: DASHBOARD & REPORTING**

Does software have capability of presenting & tracking the aging of open reconciling items?

What reporting capabilities does software offer? Does the software provide statistical analysis & reports? (to be used for management reporting)

Can the software produce real time status update reports for reconciliations such as a dashboard?

Can the software export reports into multiple formats? (i.e.- PDF, Excel, Access, Word)

Can the software generate email notifications to users within the process of relevant events, start dates, due dates etc.? Can software create log of invalid emails addresses for users?

Is there a capability to maintain a log and track history by set criteria (users, departments, etc.)? (Audit Trail Capabilities).

Does the software allow submission and storage of backup records/ reports/ schedules submitted by users?

#### **SECTION 7: VENDOR GENERAL INFORMATION**

What percentages of the vendor's client base are on a homegrown ERP system?

Software must be fully operational by April, early May at latest for initial phase

Does the vendor comply with all required procurement clauses?

Can the vendor cite examples of successful implementations at other large educational institutions with fund

accounting processes similar to UCSD?

What percentages of vendor's client base are in higher education?

Can the vendor offer a warranty period or opt-out if implementation phase does not meet expectations?

Can the vendor cite examples of assisting customers with increasing effectiveness/ efficiency of software?

How responsive is the vendor to incorporate customer suggested changes or functionality into new releases?

Does the vendor provide SAS 70 reports? (Now SSAE16 Reports). What month is the report normally issued?

Does the vendor employ accountants who will be able to assist with initial matching set up or criteria for complex accounts? Will the vendor have a resource with accounting knowledge that can assist with early stages in voluminous accounts?

### **SECTION 8: IT INTERFACE, SET UP, & SUPPORT**

What level of support will the vendor offer to develop and test **bank & financial institutions inbound interfaces to UC San Diego software**?

Is there an additional cost for this service?

What level of support will the vendor offer to develop and test **GL outbound interfaces to UC San Diego software**?

Is there an additional cost for this service?

Capability of the software to interface with all of the following banks to match transactions (GL to Bank):

- 1) Bank Of America
- 2) Wells Fargo
- 3) Mellon Bank
- 4) Union Bank of California

What level of support will the vendor offer to develop and test **sub ledger and other systems outbound interfaces to your software**?

Is there an additional cost for this service?

Evaluate the capability of the software to interface with Blink (a CMS system, the local repository for policies & procedures). Can a link be established to show policies and procedures?

Software must have single sign on capabilities

Can academic computing confirm that the software will work with UCSD single sign on system?