

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

**ISSUE DATE: November 4, 2009**  
**RFP NO: UCM1091CD**  
**DUE DATE: November 20, 2009**  
**TIME: 4:00 p.m. (PT)**

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

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

**Recreation Management System**

**for**

**UC Merced Recreation and Athletics Program**



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- Bidder Inquiry Form
- University of California Appendix “A” (Terms and Conditions for Purchase)
- University of California Appendix “DS” (Data Security)
- Business Information Form

# 1 RFP Background and Intent

## 1.1 Organizational Context

### 1.1.1 University of California

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

### 1.1.2 University of California, Merced

UC Merced opened September 5, 2005 as the 10th campus in the University of California system and the first American research university of the 21st century. The campus significantly expands access to the UC system for students throughout the state, with a special mission to increase college-going rates among students in the San Joaquin Valley. It also serves as a major base of advanced research and as a stimulus to economic growth and diversification throughout the region. Situated near Yosemite National Park, with a current population of 3,700 students, the university is expected to grow rapidly, topping out at approximately 25,000 students within 25 years.

### 1.1.3 Recreation & Athletics Program

The UC Merced Recreation & Athletics Program is comprised of five programming areas; intramural sports, sport clubs, Outdoor Adventures, fitness and open recreation. Currently over 70% of the UC Merced student body utilizes our programs and services. We have over 14,000 visits monthly to the Joseph Edward Gallo Recreation Center. The Outdoor Adventure Program conducts trips and outings every weekend during the academic year and is one of the most popular program areas within the department; with the equipment rental program quickly growing. Our current sport club program has 16 club teams with over 250 student athletes competing regionally and nationally. The selected software will be utilized to coordinate all areas of the Recreation & Athletics program through an integrated approach. The ability to be able to manage all of our diverse activities within one system is of great importance.

## 1.2 Intent

The University of California, Merced invites proposals from qualified vendors to provide, install and implement Recreation Management Software for the Recreation and Athletics program. Proposals are to be based on the specifications provided in Section 3 of this RFP. The selected system will be utilized to coordinate all areas of the Recreation & Athletics program through an integrated approach. The ability to be able to manage all of our diverse activities within one system is of great importance.

The contract established with the vendor selected as a result of this RFP will provide for the installation, configuration, training and maintenance associated with this system. UC Merced requires a vendor with demonstrated dedication to its software that is continuously responding to industry standards and innovation, and demonstrated reliability in customer support and training.

## 2 Instructions to Bidders

### 2.1 Issuing Office and University Contact

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

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

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

### 2.2 Schedule of Events

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

Release of RFP.....	November 4, 2009
Deadline for Questions regarding RFP.....	November 11, 2009
Proposal Due Date.....	November 20, 2009, 4:00pm
Anticipated Contract Award.....	December 2, 2009

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

### 2.3 Proposal Receipt

Proposals are to be addressed and delivered as follows:

One (1) original hardcopy and three copies to:

Cindi Deegan  
Director of Purchasing  
UC Merced

1715 Canal Street  
Merced, CA 95340  
Phone: (209) 228-4083

Proposals shall be in a sealed envelope marked:

Name of Bidder  
RFP Number UCM1091CD  
Date and Time Proposal Due

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

## 2.4 Bidder Questions

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

Questions regarding this RFP must be submitted using the attached "Bidder Inquiry Form" no later than November 11, 2009. Please submit via email (preferred) or fax to:

Cindi Deegan  
UC Merced Purchasing Department  
Fax : (209) 228-4083  
[@ucmerced.edu](mailto:cindi.deegan@ucmerced.edu)

## 2.5 Restriction on Communications

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

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

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

## 2.6 Proposal Format and Required Submittals

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

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

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

1. Table of Contents - Proposals should include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 9.
3. Introduction and Executive Summary - This section should present an introduction and general description of the company's background, nature of business activities, and experience; identifying and substantiating that it is well-qualified to provide the requested services for the University.
4. Technical Response as required by RFP Section 3. Address all requirements related to your proposal, provide a complete response to all questions and provide complete technical specifications and product literature for each model bid.
5. Bidder Qualification Information - RFP Section 4.
6. Cost Sheet - RFP Section 8.
7. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Sections 5&6.
8. Proposed License and Maintenance Agreements - If the Bidder requires that a software license and/or software support agreement be included in the contract, the Bidder should prepare such agreements in accordance with the provisions of this RFP and include them with the proposal for the University's consideration.
9. Supplementary Information and Additional Comments as desired.

## 2.7 Joint or Partnering Bids/Proposals

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

## **2.8 Bidder Representation**

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

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

## **2.9 Simplicity of Preparation**

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

## **2.10 Complete Proposals**

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

## **2.11 Specifications**

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

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

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

## **2.13 Firm Proposals**

All Proposals shall be firm and fixed for 90 days following the deadline for RFP submissions, or until a contract is signed, whichever comes first.

## 3 Specifications

### 3.1 General Requirements

This section sets forth the specific functionality and interface requirements for the Recreation Management System. Bidder proposals should address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and the bidder's approach to fulfilling the requirements. The University expects step-by-step explanations and detailed descriptions as opposed to 'yes/no' answers.

#### 3.1.1 Recreation Management Software Requirements

- Ability to integrate with IDM system to provide "real time" updates to system database from IDM.
- System has ability for unlimited alternate identification numbers (i.e. student ID number, library number).
- Read data from magnetic strip on UC Merced student ID cards (CBord system)
- Database format of Oracle or SQL. Oracle preferred.
- Self-service (on-line) registration should support LDAP, Single Sign On or Shibboleth. If system does not support these, must be able to be integrated into the UC Merced Portal.
- 24/7 technical support required
- Software upgrades are included in the annual maintenance fee
- Proven track record in collegiate Campus Recreation markets demonstrated by at least 10 years of experience in the marketplace.
- Allows authorizations and passwords to be administered according to a pre-defined client profile or user-role that determines which tables, screens, processes, etc. a person is permitted to access
- Ability to expand to ticket sales and management for athletic events
- System is open architecture, no proprietary hardware required.
- System is currently installed in at least 100 college/university settings.
- Software is ADA compliant
- Ability to tag student, non-student, faculty, staff, alumni, community members status for accounts.
- System should be scalable to support a campus population of 10,000

#### 3.1.2 Membership Management

- Ability to track member comments in each member account.
- Provide for various membership levels for retail sale (student, faculty/staff, alumni, affiliates)
- Can automatically prorate memberships based upon specified times/dates.
- Facility access verified by swipe of card from member. Displays patron record upon swipe of card to include: name and photo.
- Member record should be able to contain: student name, email, phone, address, gender, classification, and membership status.
- Automatic alerts for duplicate membership entries
- Ability to merge information from duplicate records.

- Ability to generate membership renewal notices: listing, mailing labels, email.
- Ability to generate membership pass usage statistics – daily, monthly, quarterly, yearly breakdowns.

### 3.1.3 Class/Activity Registration

- Ability for members to enroll in class/actively on-line and in person.
- Track enrollment history of member
- Ability to enroll in multiple classes/events in one transaction
- Classes/activities can be either one-time or reoccurring.
- Ability to prorate registration rates for reoccurring events.
- Ability to create different rate structures based upon membership status/type
- Provide for class description and instructor information to appear on the on-line registration system.
- Ability to allow individuals to register on a wait-list.
- Ability to create restrictions on class enrollment based upon prerequisites
- Ability to verify member enrollment by swiping ID card at class.
- Ability to track emergency contact info including name, address, phone, fax of the contact person.
- Ability to track instructors.

### 3.1.4 Intramural Sports

- Ability to have in person and on-line team and individual registration
- Team captains can add members to their team roster.
- Ability to create round robin, single and double elimination schedules
- Ability to print daily schedules or game scorecards
- Display league/team schedules and results on-line
- Track win-loss records and percentages.
- Ability to provide a user defined schedule and system generated schedule
- Ability to reserve facilities for the specific use of league play and have the option to release those facilities if not required
- Ability to enter and update scores online
- League/Intramural scheduling module must be fully integrated, and successfully implemented at over 10 organizations

### 3.1.5 Equipment Checkout

- Ability to provide equipment lending for day use items such as sports equipment checked out over the counter.
- Provide for equipment check out and return via ID Card swipe
- Track usage statistics for items in the equipment check out inventor
- Ability to create reports on items not returned.
- A report to show equipment maintenance history.

### 3.1.6 Equipment Rental

- Ability to make reservations for items that are rented for a fee (Camping gear, ex.)
- Ability to create reservation on-line

- Ability to maintain inventory of equipment for rental
- Integration with POS system for rentals

### 3.1.7 Locker Rentals

- Ability for members to select and rent lockers both in person and on-line.
- Track available lockers and rented lockers
- Ability to pro-rate rental rates based upon date rented
- Ability to have multiple locker rental rates and rental terms
- Ability to generate emails to members regarding locker rentals
- Ability to automatically cancel a locker when membership is cancelled
- Search database by locker number to establish client it belongs to.

### 3.1.8 Facility Scheduling

- Provide for facility scheduling to include: rooms, fields, equipment
- Ability to display reservations in a calendar display of hourly, weekly, daily, monthly.
- Ability to create events that will track room set up and event needs
- Ability to show available facility times on-line
- Interface with the POS system for collection of rental fees
- Ability to generate reservation permits to be printed and/or emailed
- Facilities can be automatically booked from within the registration module while setting up programs (e.g. without having to launch the facilities scheduling module).
- Ability to automatically generate a contract with customer/organization name, address, date contract issued, date contract printed, details of bookings including date, time, area, rental charge, special requirements regarding set-up, contact person at facility and phone number, terms and conditions on using the facility, payment terms, total contract value, deposit required, etc.

### 3.1.9 Point of Sale (POS)

- Point of Sale (POS) module provides full cash register/point of sale functionality
- Touch screen POS system
- Credit Cards must be batched daily and settled daily to the UC preferred credit card clearinghouse. Currently it is First Data North
- Credit card processing must be PCI-DSS compliant. Current certificate must be provided.
- System must include cash drawer and receipt printing devices
- Prints customer itemized and numbered receipts.
- System includes locking cash drawers including automatically opening them when a particular transaction is completed
- Ability to customize receipts and confirmations with different information depending on event/activity registered.
- Ability to track purchases/enrollments by member
- System adheres to GAAP and GASB accounting standards
- Ability to sell all memberships, activities, classes, equipment rentals, beverages and pro shop items.
- Ability to split revenue from transactions into multiple financial accounts.

### 3.1.10 Reporting

- Ability to generate custom reports using Crystal Reports
- Customizable standard reports
- Once a report is customized, every user has access to it
- Ability to generate automated emails based on prescribed parameters (i.e. All members, all members in a particular class)
- Ability to print or email reports
- System has a full accounting audit trail that shows who made a particular accounting transaction, what the transaction was, and where it was made.
- Ability to print a daily deposit report (detailed and summary) categorized by the different payment method (cash flow report) and by user/location
- Demographic data can be displayed as a text or graphic report

## 3.2 Vendor Products, Resources and Support

### 3.2.1 Software

- a. State the name of each software product/component included in the proposal and provide a description of each.
- b. Indicate if each component is required or optional.
- c. Please describe the key features that differentiate your recreation management software and your organization from other vendors, the advantages they confer, and the benefits the University will accrue from them.

### 3.2.2 Hardware

- a. Provide a complete, recommended hardware configuration for the optimum performance of your proposed application. Vendor must provide POS equipment including (workstation, database server, applications/web server) configurations for the proposed solution.
- b. Provide server, optional equipment, such as additional terminals, scanners, bar code printers, etc. A clear distinction must be made between required and optional equipment.

### 3.2.3 Vendor Support

- a. Please describe the various technical support programs you provide for the software and hardware which is included as part of the vendor's standard maintenance agreement. Include in the description, by support program, the following:
  - Days and hours of operation (using Pacific time zone)
  - Methods of interaction (phone, fax, email, web-enabled knowledgebase, etc.)
  - Any limits in the use of a service program
- b. Please furnish the University with your company's service/support standards. Include your company's service/support level agreement(s) and mission statement.
- c. Identify the individuals who will act as contacts for the University.
- d. Describe your approach to supporting business intelligence software maintenance activities such as production support, bug fixes, enhancements, and prioritization and escalation.

- e. Describe your company's approach to application enhancement implementation from planning to execution.
- f. Describe your company's issue escalation levels and procedures.
- g. Describe your company's approach to quality assurance, control, and continuous improvement.

### 3.2.4 Implementation Services

Describe any services your firm may offer to assist with the installation and implementation of the system proposed.

- a. Delivery time shall be a consideration in the evaluation process. What is your standard lead time from receipt of order through complete installation and implementation of product?
- b. Provide a proposed implementation plan including:
  - Estimated number of vendor work hours required to install, test and tune
  - Estimated number of vendor employees required to install, test and tune
  - Any additional tools required for installation, testing and tuning
- c. Provide information on recommended system training.

## 4 Bidder Qualification Information

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

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

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

### 4.1 Minimum Qualifications

- Bidders must be able to demonstrate the capability of providing the required services by possessing adequate available resources, including personnel, facilities, production, access, order processing and delivery capabilities, equipment, systems, organization structure, operation controls, quality control, and other related factors.
- Bidders must have the ability to obtain the necessary insurance (ref. : Article 17 of the enclosed University of California Terms and Conditions of Purchase, Appendix A)
- Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- Bidders must operate within the guidelines of all federal and state labor codes.

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

### 4.2 Vendor Profile

Bidders are to provide the following information about their company.

4.2.1 Description, including a short history, years in business, business plan and services offered.

4.2.2 Complete the attached Business Information Form.

4.2.3 Bidder must be able to demonstrate a record of past financial stability and positive indicators for future performance. Bidders are to submit an audited annual report or audit annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years.

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

- 4.2.4 Indicate the name and title of the person who will have the overall ongoing account management responsibility as specified in this RFP.

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

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

- 4.3.1 Describe generally your background and experience in providing Recreation Management software.
- 4.3.2 Bidders should provide at least three (3) references of similar 4 year college, university or community college. Please provide contact information.

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

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

## 5 Standard Terms and Conditions

### 5.1 University of California Employees

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

### 5.2 Conflict of Interest

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

### 5.3 Ethics

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

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

### 5.4 University's Right to Reject or Modify

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

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

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

## **5.6 Form of Agreement**

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

## **5.7 Performance Standard**

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

## **5.8 Marketing References**

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

## **5.9 Disclosure of Records**

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

"CONFIDENTIAL INFORMATION"

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of University for information that has been designated as confidential by the Vendor and on the basis of that designation, University denies the request for information, the Vendor will be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

**5.10 Audit Requirement**

Any agreement resulting from this RFP shall be subject to an examination and audit by the University and the State of California for a period of three (3) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the agreement, including but not limited to the costs of administering the agreement.

**5.11 Insurance**

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

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

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

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

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

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

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

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

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

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

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

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

### **5.12 Price Reasonableness**

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

### **5.13 Warranty Period**

Vendor warrants that software provided under a contract awarded as a result of this RFP will perform substantially as proposed without substantial errors or operational problems, for a period of one (1) year after acceptance ("Warranty Period"). During the Warranty Period, Vendor will provide support necessary to correct errors and/or restore performance without additional charge to University.

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

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

### **5.15 Post-Qualification**

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

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

### **5.16 Termination of Agreement**

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

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

### **5.17 Oral Presentations**

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

## 6 Special Terms and Conditions

### 6.1 Ownership of Work

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

### 6.2 Harmful Code

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

### 6.3 Source Code Escrow

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

### 6.4 Software Acceptance

#### 6.4.1 Definitions

The following definitions shall apply to this section:

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

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

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

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

#### 6.4.2 Acceptance Testing

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

#### 6.4.3 Continuance of Performance Testing Period

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

#### 6.4.4 Failure to Meet Standard of Performance

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

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

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

## **6.5 Business Termination**

In the event the Licensor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its assets or avails itself of or becomes subject to any proceeding under the federal bankruptcy code, as amended, or any other statute of any state relating to insolvency, or the protection of the rights of creditors, then the University shall retain the rights to use the products licensed herein.

## **6.6 Configuration Warranty**

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

## **6.7 Proprietary Rights Indemnity**

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

## **7 Method of Award**

### **7.1 Proposal Evaluation Method**

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

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

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

### **7.2 Evaluation Criteria**

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

- Response to University's business requirements as specified.
- Technical solution, including functionality, scalability, capabilities and features that best meet the needs of the University as determined by the University.
- Ease of use.
- Implementation plan.
- Quality assurance and customer service approach.
- Warranty, maintenance and support.
- Training and Documentation

### **7.3 Selection of Finalists**

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

If it is determined to be in the best interests of the University, the Bidders identified as Finalists may be invited to undergo further evaluation. If the Finalists express an interest in continuing to participate in the evaluation process, the University may elect to request presentations, site visits, and/or functional

demonstrations. Finalists may be asked to provide additional information, including additional references.

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

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

#### **7.4 Contract Award**

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

#### **7.5 Contract Award in Best Interest**

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

## 8 Cost Sheet

### 8.1 Price Quotation

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

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

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

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

### 8.2 Software

#### 8.2.1 Initial License Costs

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

If pricing for software proposed is based on student headcount, provide pricing information based on campus student headcount of 4,000 students and provide additional pricing (if applicable) that will accommodate student population growth to 10,000 students. Provide pricing in incremental increases in student population of 1,000.

Please differentiate costs by module or function.

#### 8.2.2 Software Warranty

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

#### 8.2.3 Maintenance/Support Costs

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

#### 8.2.4 Additional Software

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

### 8.3 Hardware

#### 8.3.1 Initial Hardware Costs

Provide full price breakdown on all hardware products and components proposed.

#### 8.3.2 Hardware Warranty

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

#### 8.3.3 Maintenance/Support Costs

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

#### 8.3.4 Additional Hardware

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

### 8.4 Installation, Test and Implementation Costs

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

8.4.1 Software Installation/Implementation cost

8.4.2 Hardware Installation/Implementation cost

8.4.3 Travel expense for vendor implementation and/or training that is NOT included in pricing above.

### 8.5 Training

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

### **8.6 Media and Documentation**

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

### **8.7 Additional Support Services**

Provide the cost for any optional/additional support services, (including hourly rates and estimated expenses).

### **8.8 Provide any additional costs not included above.**



## **10 Attachments**

1. Bidder Inquiry Form
2. University of California Appendix "A" (Terms and Conditions for Purchase)
3. University of California Appendix "DS" (Data Security)
4. Business Information Form