THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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REQUEST FOR PROPOSAL
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A-G COURSE SUBMISSION & REVIEW SYSTEM

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INTRODUCTION

Project Overview
The University of California Office of the President (UCOP) is accepting proposals to redesign, develop and host the organization's “a-g” system and “a-g” course lists accessed through the UC Doorways portal. The current version of the system and course list websites (found at http://www.ucop.edu/doorways/) was completed in 2008 and is maintained by a third-party software development organization. This redesign serves to:

- Refresh the site’s visual look and feel
- Streamline and simplify the site’s architecture
- Provide more intuitive usability for external users
- Remove browser restrictions and create mobile-friendly sites
- Enhance system functionality
- Provide UCOP personnel greater site content and administrative control

The “a-g” system provides valid California educational institutions (high schools, school districts, special academic programs and community colleges) the ability to acquire University of California (UC) approval for courses that fulfill the University’s “a-g” subject requirements for undergraduate admissions. California institutions submit their courses to UCOP for “a-g” review using the online system during update cycles that occur yearly between February and September. Once submitted, an institution’s course enters a UCOP administrative workflow for approval. Via system processes, analysts are assigned courses for evaluation and can comment on, reject or approve courses. A course’s “a-g” approval is based upon specific course evaluation guidelines composed of subject-specific course requirements established by UC faculty. Once approved, an “a-g” course is added to an institution’s searchable “a-g” course list and is made available in other University of California application and enrollment systems.

Fulfillment of the “a-g” subject requirements is one of several basic admission requirements needed to enter the University of California system as a freshman. The intent of the “a-g” subject requirements is to ensure that students have attained a body of general knowledge that will provide breadth and perspective to new, more advanced study. The subject requirements are as follows:

- **History/social science (“a”)** – *Two years*, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.
- **English (“b”)** – *Four years* of college-preparatory English that includes frequent and regular writing, reading of classic and modern literature, and opportunities to practice listening and speaking.
- **Mathematics (“c”)** – *Three years* of college-preparatory mathematics that includes the topics covered in elementary and advanced algebra and two- and three-dimensional geometry.
- **Laboratory science (“d”)** – *Two years* of laboratory science providing fundamental knowledge in at least two of the three disciplines of biology, chemistry and physics.
- **Language other than English (“e”)** – *Two years* of the same language other than English or equivalent to the second level of high school language instruction.
- **Visual and performing arts (“f”)** – *One year*, including dance, drama/theater, music or visual art.
- **College-preparatory elective ("g")** – *One year* chosen from the “a-f” courses beyond those used to satisfy the requirements above, or courses that have been approved solely for use as “g” electives.

A-G course approval and maintenance of an accurate “a-g” course list is critical to an institution’s academic credibility, as well as its ability to adequately support students’ admission into UC campuses.

A comprehensive overview of the “a-g” subject requirements can be found at the following domain: [http://www.ucop.edu/agguide/index.html](http://www.ucop.edu/agguide/index.html)

**Example - System User**

To help put the A-G Online Update system into perspective, it may be helpful for prospective bidders to be provided with a mental model of a system user.

Frances is an administrator for all high schools in one of the larger school districts in California. One of her many responsibilities is to maintain an “a-g” course list for all high schools in her district. She has been performing this task for many years and has transitioned from all paper-based solutions to various computer-based solutions.

Every year, she receives course descriptions from numerous high school teachers. These often-lengthy descriptions may be in email or Microsoft Word documents. Using both home and office computers, Frances usually works late into the evening, performing a combination of manual entry and cutting-and-pasting in order to enter course descriptions into the “a-g” site for submission. The process is time-consuming and can seem confusing when data does not get saved predictably or duplicate data appears. Frances has different browsers installed on different machines and does not understand why the latest browser her partner installed stops the site from running altogether.

The system regularly seems slow, especially at home, and an inordinate amount of time is spent on text formatting issues. The course submission process can seem confusing and it is generally easier to just get on the phone with UC staff when she has an issue rather than try and figure out the system. This leads to a frustrating system user experience and makes the “a-g” submission process a less than enjoyable task to look forward to year after year.

**Project Success**

A successful implementation will address all functional concepts described in the RFP, as well as a number of non-functional issues that system users currently deal with. In addition to a timely and cost-effective delivery, a successful implementation will yield the following benefits:

- Provide external users with a stable and predictable user experience that is intuitive and makes authoring courses in the system straightforward.
- Provide UCOP analysts with a powerful and efficient review workflow with sufficient features to satisfy all review functionality.
- Provide UCOP system administrators with comprehensive abilities to monitor, modify and query the system with minimal need for external support.
- Provide a scalable and extensible technical foundation that performs well during peak periods.
- Make the local “a-g” course list contact person’s job easier to accomplish.
- Produce public “a-g” course lists that are clear, well organized, and downloadable.

**About the University of California**

Founded as the state’s first and only land grant institution in 1868, the University of California is a system of ten (10) campuses serving approximately 236,000 undergraduate and graduate students and 134,000 faculty and staff, making the University of California the world’s premier public university. The official research arm of the State of California, the University of California has five medical schools, and four law schools. The University is also involved in the management of three laboratories on behalf of the U.S. Department of Energy — the Lawrence Berkeley National Laboratory (LBNL), the Lawrence Livermore National Laboratory (LLNL) and the Los Alamos National Laboratory (LANL) — 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. The University of California Office of the President, located in Oakland, California, is the systemwide headquarters of the University.

**Definitions**

**Bid Response:** The terms “bid,” “bid submittal,” “bid response,” “proposal” and “RFP response” are used interchangeably in this RFP and refer to Bidder’s documents and attachments in response to the submittal request.

**Bidder:** The terms “bidder,” “respondent,” “company,” “vendor” and “supplier” are used interchangeably in this RFP and refer to the same entity: the provider of goods and services to the University.

**Confidential Information:** The term means any and all disclosed by either party to the other which is designated as confidential, or which by its nature the receiving party should reasonably understand to be confidential, including but not limited to, the Software and Documentation, or any other proprietary information, whether transmitted orally, in writing by inspection of equipment or facilities, or by any other media.

**Documentation:** The term shall mean all manuals, user’s guides and other non-confidential materials concerning the Software, which the Supplier delivers to the Customer.

**End-User:** The term shall mean an employee/contractor/temporary employee of the University that logs into the Software.

**Fixes:** The term shall mean all upgrades, updates, fixes, workarounds and other modifications to the Software other than Enhancement, which are made by or on behalf of the Supplier in order to correct defects or errors in the Software.

**Maintenance:** The term shall mean all support, maintenance and enhancements.

**Object Code:** The term shall mean any machine executable code derived in whole or part from the Software.

**Request for Proposal:** The terms “Request for Proposal” (RFP) and “bid request” are used interchangeably in this RFP and refer to this document and the referenced attachments.
**Source Code:** The term shall mean all human readable code which documents the Software, including all related compilers, utilities, listings, test suites, build scripts, libraries, design documentation and technical documentation.

**User Fees:** The terms shall mean all monies payable by the Customer to the Supplier.

All other definitions to be used with this RFP and its Attachments are found immediately following the term, or may be contained in the first section of an Attachment.
PROJECT SCOPE

Functional Overview
This section sets forth an overview of the minimum functional requirements for the “a-g” course submission and review system, including the “a-g” course lists. These requirements are intended to provide an overview of the scope of the system and not overly prescribe implementation details except where a particular implementation detail is highly desired. All requirements listed below should be considered a mandatory part of any implementation unless otherwise noted. The method for responding to these requirements is discussed in the response format guidelines section below.

Landing Page
A home or landing page is required for the new system. The landing page should be available at the following domain name: http://doorways.ucop.edu. The landing page should support the managed creation and publication of visual and content updates, as well as arbitrary linking to dynamically created child pages within the system that are likewise content managed. These child pages should include course submission functionality, as well as arbitrary, administrator-authored content such as recent system updates/news, help information, contact information and frequently asked questions. UCOP administrative authors will create new content and pages, as well as determine their overall relationship within the site hierarchy.

Course Search
Upon reaching the home page, users should be able to search for a listing of “a-g” courses offered by an institution. Users may choose from a number of different ways to locate a course listing. Users should be able to locate courses, at a minimum, via the following attributes:
- Institution name
- Institution city
- Institution zip code
- Institution type
- Course title
- Academic year
- “a-g” subject area
- Course discipline
- Course honors level
- Course grade level
- Career technical education sector and pathway

Users should be able to use this search feature by typing only a partial institution name or course title. For example, a user searching for John F. Kennedy High School should be able to type only “Kennedy” or a similar word related to the name of the school in order to produce relevant, ordered search results.
Search results should lead, via information hierarchy, to “a-g” course listings provided by a specific institution. Depending upon the search criteria, a user may traverse an institution-first or course-first information hierarchy to locate a specific institution and its “a-g” course records.

Along with institution type and contact information, search result pages should provide the most recent list of “a-g” courses, as well as access to historical lists grouped by academic year, for a particular institution. Listed course search results should display, at a minimum, the following course attributes:

- Course title
- Academic year
- “a-g” subject area
- Course honors level
- Course transcript abbreviation
- Course notes

Course Submission Guided Help

The “a-g” system should support the creation and administration of help content to guide users through the course authoring and submission process with a minimum amount of support. This content should be in the form of findable, explanatory pages managed by a content system, as well as searchable listings of sample courses highlighted by UCOP analysts for their quality.

Users new to the course authoring process will use reference courses for editorial guidance. The sample course submissions should be searchable, at a minimum, via the following course attributes:

- Academic year
- “a-g” subject area
- Career technical education sector and pathway

Listed sample course search results should display courses that match the search criteria. Selecting a sample course should display the full array of course attributes captured during submission in a presentation conducive to quick reading and review.

Course Authoring

The home/landing page should provide access to the “a-g” course submission process. The submission process is an authoring workflow that captures a large amount of written content describing a given course and its various attributes. This content is typically authored over a number of days or longer. It is critical that the workflow is intuitive and streamlined, and that emphasis is placed on ensuring work is not lost during the submission process. The course authoring and submission process includes the following requirements:

User Sign-In

New users may request access to the system as part of the sign-in process. Requesting credentials should result in an email to UCOP administrative personnel via a pre-defined email address. In order to verify the identity of the user, UCOP system administrators will manually create new user accounts. The system should generate passwords to facilitate this process.
Users who are signed in should likewise be provided with the ability to sign out.

User Access & Authentication

Authenticated users belonging to a valid and approved institution may access the course submission portion of the system to draft, save, submit, view, remove or edit “a-g” course information for a given institution to which they belong. An authenticated user may also search for prior course submissions, as well as view and edit their courses in various states such as draft, submitted, approved or rejected. Users may not edit course listings belonging to other users/institutions.

A user’s institution and individual account must be entered and verified in the system prior to having permissions to create or edit course submissions.

Roles and permissions will be assigned to a user depending upon the user’s institution (i.e., whether they are authorized to edit a course template versus submit a course into the review process).

User Contact Verification

Many institutions share a set number of user accounts. In order to support personnel transitions and avoid lost accounts, the system should provide a method to request user contact information resets and updates. Resetting information such as a user login or password should require manual UCOP administrative action.

Course Authoring Home Page

Upon signing into the “a-g” system, a user should be presented with an information dashboard displaying relevant course information. At a minimum, this information should include approved “a-g” courses for the academic year, as well as courses in various states (draft, submitted or approved). Authoring administrative messages, such as changes to dates or system processes, should likewise be prominently displayed. Lastly, actions such as search and new course creation should be readily available.

Authoring

A user should be able to create, edit or remove course listings from the authoring system. Course listings that have not been checked out by a reviewer should be available for editing by authors up until a configurable submission date. Occasionally, unexpected edits are required post-submission. If a course has been submitted and already checked out for review, the system should provide a mechanism to recall the submission from review for “emergency” edits or removal. Recalling submissions should be supported up until a system-defined deadline date.

At a minimum, a course creation template should contain the following information:

- Course list contact information
- Course title
- Course transcript abbreviation
- “a-g” subject area
- Course honors distinction
- Course category
- Course grade level(s)
- Course time frame (semester or year)
- Course online learning information
- Course career technical education information
- Course description and rationale, including course goals and expected learning outcomes
- Course textbooks, including supplemental/non-standard instructional material
- Description of course content, including all topics/units covered
- Description of key assignments, activities and projects
- Description of instructional methods and strategies that support curriculum delivery
- Description of course assessment tools and methodologies
- Uploading of assessment or qualification documents (optional depending on type of educational institution user)

The authoring template should be designed to facilitate easy and rapid data entry. Required fields should be marked appropriately. Help content should likewise be available alongside editable fields with help content authored and managed by UCOP system administrators.

Validation

Validation should be run on all required fields during course submission to ensure all necessary fields are captured and contain data consistent with the constraints and rules of the system. Highlighted messaging should clearly indicate the reasons for any validation failures.

Text Editing

Highly functional text editing and formatting is a critical feature for course authors. Lengthy descriptions may be formatted and edited directly in the system or cut and pasted from other text editing programs. As such, WYSIWYG editing should be supported along with the cutting and pasting of long passages of text from other text editors. Special characters, metadata and formatting should be handled properly and stripped when necessary.

Course Approval

Approved courses should be made immediately available for search and display. An email should likewise be sent to the course submitter and their institution to notify them of course approval.

Course Submission Feedback

Submitted courses that have failed the approval process should be easily identifiable in the authoring system. Upon selecting a rejected course submission, the reasons for rejection, including all feedback added by the UCOP analyst, should be prominently displayed in the authoring system alongside the relevant course details. Users should be able to edit these courses based upon the review feedback and resubmit the courses once corrected.
Feedback may also be received in the form of a request for clarification via internal system messaging. This communication should be anonymous to protect review integrity. Authors should be able to view and respond to internal messages sent to them by UCOP analysts.

The system should send an email to authors when an analyst rejects a course or requests clarification.

Course Lifecycle

Courses successfully approved in the system for an academic year should carry over from year to year in the same status. Editing an approved course should remove the course from the list of approved courses and require the course to be submitted as a “revision” for review and approval by UC staff. Examples of course revisions include changing the honors status of a course or the course transcript abbreviations. This list of specific fields for revision may be updated on an as-required basis by UC staff.

For auditing and reporting purposes, removing a submitted course should not result in physically removing the course from the system. This should not apply to courses that are successfully recalled and removed by an institution prior to a system-defined deadline date.

Course List Export

A user should be able to export a list of active course submissions to a Microsoft Excel, Word or rich text document for offline review or archiving.

Course Review

Upon submission, a course with valid data should enter the “a-g” review process. Upon entering the review workflow, newly created or edited courses may be assigned or re-assigned to UCOP analysts depending upon their roles and permissions. The manual assignment of reviews should be supported in the system, as well as the automated assignment of reviews based on “a-g” subjects or other configurable categories.

User Sign-In

New analysts should only be granted access to the review process through system administrators. Existing analysts should be allowed to request or reset their user name or password. Analysts who are signed in should likewise be provided with the ability to sign out.

User Access & Authentication

Authenticated analysts with valid and approved permissions may access the course review portion of the system. User roles and permissions should be designed to provide a configurable hierarchy of access and information visibility privileges. For instance, some analysts should only perform blind course reviews that hide institution information from search and course analysis. Similarly, a higher level of permissions should provide analysts visibility into attributes such as institutional information, as well as the ability to assign course submissions to other analysts.

Course Review Home Page

Upon signing into the system, a UCOP analyst should be presented with a dashboard displaying courses in their queue of work. Analysts should be able to see all courses assigned to them for
review, as well as whether courses assigned to them are currently checked out for review. UCOP analysts should be able to check out courses for review, resume active reviews and search for courses in various states (submitted, rejected, approved, on hold). Checking a course out for review should prevent other analysts from performing their own, concurrent review. Other relevant information for the dashboard may be identified during a detailed design phase.

**Course Review Work Queues**

The review system should support an editorial workflow based on course review assignments. Upon being assigned a course for review, a UCOP analyst should be able to check the course out for editorial review and perform the following actions:

- Review submitted courses
- Add internal review comments
- Add comments for display on public course listings
- Contact course authors via anonymous internal system messaging with questions and clarifications
- View author responses if received
- Place a course review into “hold” status
- Forward a review to another analyst along with comments and notes
- Print a course submission
- Reset or cancel approval actions and commentary prior to final course processing
- Select approval or rejection reasons from a list of configurable administrator-defined codes
- Submit a course approval or rejection

Approving or re-assigning a review should release a course from an analyst’s queue. The system should maintain a history of what analysts have locked or unlocked a given course during the lifetime of a review.

**Course Search**

UCOP analysts should be able to search for course submissions in order to review current and historical course submissions, as well as historical approval notes and comments. At a minimum, analysts should be able to locate courses via the following attributes:

- Submission ID number
- Course title
- “a-g” subject area
- Course approval status
- Course date of submission
- Course date of assignment to an analyst’s queue
- Course date of approval or denial
- School name (for certain levels of users)
Selecting a course from the search results should display the full array of course attributes captured during submission in a presentation style conducive to quick reading and review.

**Validation**

Validation should be run on all required fields when submitting a review in order to ensure all necessary fields are captured and contain data consistent with the constraints and rules of the system. Highlighted messaging should clearly indicate the reasons for any validation failures.

**Text Editing**

The requirements for editing text during the review process are identical to those in the submission process.

**UCOP Analyst Profile**

Analysts should be able to administer their user profile based upon their level of access. At a minimum, the following profile modifications should be supported:

- First and last name
- Email
- Password

Updating email should validate that the email is a valid UCOP email address.

**Course Review Communication**

To allow analysts the ability to request clarifications or ask questions from course authors, the system should provide analysts with the ability to create anonymous internal messages sent to an author’s inbox. Protecting the integrity of the review process, the messages should not display any analyst or author identifying information. The messages should support a configurable character limit in order to prevent overly lengthy correspondence. Messages should be associated with a specific course and therefore should be stored as addenda to the course review for auditing and analysis purposes.

**System Administration**

A system administrator is essentially a UCOP analyst with the highest level of user permissions. Administrative user roles should be created in the system to provide permission to review and perform course reviews with all available data, as well as to manage configurable system data, publish content, create new pages and run reports.

**Administrator Home Page**

Upon signing into the system, an administrator should be presented with a dashboard displaying the status of work queues in the system. This should include any work assigned to the user, as well as work in progress on multiple analyst work queues. Furthermore, administrators should be able to check new courses out for review, resume active reviews, search for course listings, assign or re-assign reviews, manage system data entry or run reports starting from this home page.
Manage Users

System administrators should be able to add or update new course authoring, analyst and administrative users. Users should be set up with roles and permissions pertaining to their editing and administrative rights within the system. Authoring, analyst and administrative users will have different, configurable roles and permissions that dictate their level of access to information within the system. At a minimum, the following user attributes should be supported:

- Valid institution name
- Institution type
- Active user
- User roles and permissions
- User ID
- Password
- Work queue association (if analyst)

Searching for an institution name may be required as part of creating a new user if the institution name is not known ahead of time.

Along with adding and updating users, user management should support searching for existing users. At a minimum, administrators should be able to locate users via the following attributes:

- Valid institution name
- Valid school ATP (American Testing Program)/CEEB (College Entrance Examination Board) code
- City
- Zip code
- User ID

Administrative users should be able to use this search feature by typing only a partial valid institution name. For example, a user searching for John F. Kennedy High School should be able to type only “Kennedy” or a similar word related to the name of the school in order to produce relevant search results.

Manage Institutions

Prior to adding users to submit “a-g” course descriptions, institutions need to be established in the system by UC. New schools, programs and districts are currently supported in the system. Moving forward, institution functionality should support a flexible number of applicable institution types.

The creation of a new institution should, at a minimum, capture basic contact information such as:

- Institution name
- Street address
- Mailing address (optional)
- Website address (optional)
- Phone
- Superintendent/Principal/Coordinator contact info
Course list contact info
Additional notes

Depending on the type of institution being entered in the system (e.g., district, school or special program), additional attributes may also be required. For instance, school entries will require other information such as:

- Valid ATP/CEEB code
- Valid district
- Valid California county
- Governance (public, private, charter, etc.)
- Primary school type (alternative, comprehensive, etc.)
- Secondary school types
- Calendar type (semester, trimester, etc.)
- Special programs (home study, baccalaureate, etc.)
- School accreditation status
- Terms of accreditation (i.e., expiration)
- School accreditation organization

Information about California ATP/CEEB codes can be found at: http://www.cpec.ca.gov/SecondPages/CDSMain.asp

School district creation, on the other hand, will not require school-specific additional information but will require:

- Valid California Department of Education (CDE) code
- Valid California county

Information about CDE County-District-School (CDS) codes can be found at: http://www.cde.ca.gov/ds/si/ds/

Search Institutions

UCOP system administrators should be able to search and browse all institutions entered into the system. Administrators should be able to locate institutions via the following attributes:

- Valid ATP/CEEB code
- Institution name (or partial name variation as mentioned above)
- City
- Institution type
- Institution district (if school or program)

Search results should display a list of institutions matching the search criteria. Selecting an institution from the list of results should display a list of “a-g” courses provided by the institution. The following administrative actions should be available upon selecting an institution and viewing its course listings:

- Edit institution information
Manage Courses

Administrative users may select a specific course offered by an institution and perform actions on it. The following administrative actions should be available upon selecting a course and viewing its attributes:

- Edit attributes
- Add attributes
- Remove attributes
- Remove course
- Copy course to another institution
- Copy course to another academic year
- Cancel changes

Copying a course to another institution should guide an administrator through a target institution selection process prior to copy. Similarly, copying a course to another academic year should guide an administrator through a target year selection process prior to copying.

Manage Work Queue Assignments

Administrative users should be able to review course submissions in various states within the approval workflow system. This activity includes viewing all reviews in progress and assigning or re-assigning course reviews to users with the correct roles and permissions. Assigning or re-assigning course reviews should result in the appropriate locking and unlocking of the courses on an analyst's work queue.

System Configuration

The system should support the configuration, creation and editing or upload of global (foundation) data by system administrators. Examples of foundation data include the following:

- User roles and permissions, including access level controls
- Work queue types and priorities
- “a-g” course categories
- Institution types
- Primary school types
- School calendar type
- California counties
- Review statuses
- Review rejection reason codes and descriptions
- Upload of current ATP/CEEB school codes
- Upload of current CDE district codes
- Submission cycle start and end dates
- Internal messaging character limit

The system should support a mechanism to expedite critical reviews by giving named queues higher priorities in a user’s workflow.

**Content Management**

System administrators should be able to create, update, preview and publish online content within the functional areas outlined above. Content editing and updating capabilities should include written content and custom messaging to users, as well as visual content, page layouts and formatting and graphic content such as images and video. Administrators should not have to contact the vendor for content updates unless technical support, such as a data store or system logic modification, is required.

**Analytics**

The new system will require an analytics account, such as Google Analytics, on all pages in order to monitor user traffic and activity and help inform future decisions regarding usability.

**Data Migration**

All existing data will require migration into the new system. The extent of the migration includes data from two database systems: a legacy system with data from 2002-2008 and the current system that launched in 2008. Ideally, data from both systems will be normalized and migrated as part of any new implementation. At a minimum, the legacy data need to be available for reporting purposes. Data migrations should be automated and repeatable processes in order to facilitate testing.

- 10 GB data currently
- 4,000 institution records
- 2.6 million courses
- 150,000 active courses

**System Integration**

The “a-g” course information integrates with several other downstream UCOP systems and external systems. Two primary systems of integration are the UC Application System and the CSU Application System. Integration with other existing systems should be supported via flat files containing course information transmitted to a UCOP FTP server on a periodic basis.

**Reporting**

Reports detailing the current and former states of the submission process are critical to the functioning of the A-G Online Update system. Administrators should have access to reporting
providing, at a minimum, templates such as the following:

- Valid institutions in the system
- Submitted and approved courses in the system for a given academic year
- Submitted and approved courses in the system by institution for a given academic year
- Rejected or held courses in the system by institution for a given academic year
- Courses in the system
- Users in the system grouped by institution
- Courses submitted over a given time period
- Courses reviewed over a given time period grouped by analyst

In addition to canned reporting, the desired reporting solution would include the ability to perform ad hoc analyses on data being captured in the system. System administrators should be able to order and group system data, as well as perform data roll-ups. Ad hoc queries should be saved in the system for repeat execution. Reports should support exporting data, at a minimum, to Microsoft Excel files for further analysis.

**Non-Functional Overview**

This section sets forth non-functional requirements for the new A-G Online Update system and accompanying public “a-g” course lists. The method for responding to these requirements is discussed in the response format guidelines section below.

**Accessibility & Browser Support**

Users access the system from a variety of systems and browsers depending upon the budgets and standards of a given school or district, as well as a user’s home computing environment. Furthermore, with the ubiquity of tablet computers being used in high school settings, mobile accessibility is critical for the new system.

As such, it is expected that the new system will be browser-based and support responsive design techniques for mobile web and touch interface usage. The system should not rely on the specific capabilities of any individual browser. Basing system functionality on a specific browser implementation will not be acceptable. Given the breadth of the system user community, the minimum required level of backwards browser compatibility is Internet Explorer 9, Firefox V.10, Chrome V.17 and Safari V.5.1.

The system should be able to seamlessly support updates to the aforementioned browsers.

Furthermore, in order to accommodate users with visual, hearing or movement impairments, it is required that all browser-based implementations be fully ADA compliant. Compliance test results should be presented as part of system delivery.

Information on ADA accessibility can be found at the following government site:

http://www.ada.gov/pcatoolkit/chap5chklist.htm
Performance & Responsiveness

A fast, responsive course submission and review process is critical to the success of the A-G Online Update system. Page load times and primary user transactions on all public or school-accessible areas of the system, such as course search and course submission, should complete, on average, in 3 seconds or less on wired and Wi-Fi networks. Transactions performed over mobile networks should complete in 5 seconds or less.

Administrative functions such as school creation, course review and reporting are slightly less time sensitive. Course review and data entry tasks should complete in 3 seconds or less on wired and Wi-Fi networks. Reports should return results in 15 seconds or less depending upon the size and complexity of the data being requested.

Performance test results should be presented as part of system delivery. System alerting should also be in place if responsiveness significantly degrades.

Scalability

The Doorways implementation should be sized and designed to accommodate estimated storage capacity requirements, as well as support the number of users projected to concurrently access the system during peak periods of activity. The 2013 estimates below should be used as a guideline for addressing the capacity requirements of the system. Bidders can assume 10-20% growth per year.

1. Storage
   - 12 GB physical storage total
   - 25,000 new courses added across 4,000 total institutions

2. Peak user load
   - 250 concurrent users authoring and submitting courses
   - 1,000 concurrent users searching course listings

Along with addressing capacity planning, the vendor response should also address approaches to adding capacity during peak load times, as well as removing additional capacity during non-peak times to control server costs, if required.

System monitoring and alerting should be in place to ensure scalability requirements are being fulfilled.

Reliability & Availability

Failover and redundancy controls are required in the new system to ensure fault tolerance against unscheduled failures. A server, storage or integration failure should never render all system functionality to be completely unusable. Similarly, a system outage, hardware failure or any other system failure should never result in the complete loss of system data or any other system artifacts. Lastly, appropriate monitoring, alerting and operational processes should be in place to identify and escalate unscheduled downtimes independent of end-user discovery.

It is critical that the A-G Online Update system not experience unscheduled downtimes, particularly during peak course submission periods. The minimum service level agreement (SLA) for the system is 99.9% availability, or 8.76 hours of downtime in a year. This SLA addresses unscheduled downtimes as opposed to scheduled maintenance downtimes.

Scheduled downtimes should occur during non-peak hours or days.
Data Integrity, Retention & Recovery

Integrity

The data captured by the A-G Online Update system is vital to California high schools, as well as the functionality of other University of California systems. At a minimum, it is required that the system support consistent and durable data transactions to avoid any lost, corrupt or inconsistent data records. Likewise, constraints should be placed in the system to ensure that correct relationships between data are always maintained.

Retention

Data retention guidelines will be specified as part of the detailed requirements gathering process.

Any request for data in the system, including a full data snapshot, should be fulfilled within 2 days of being requested.

Recovery

To prevent against lost data in case of a data store failure or corruption, data store backups should occur daily. During peak periods, the frequency of backups should increase. Backup history should be archived and maintained for two weeks for auditing and recovery. Automated data restoration procedures should be in place in order to expedite recovery in the case of a failure. Backup procedures should address software and hardware failures, as well as unplanned natural disasters. The SLA for data restoration in the case of failures is 24 hours.

Extensibility

The system should be designed and built to accommodate future functional modifications and extensions. Support for new functional concepts, reports, system integrations or data types should occur without having to redo significant portions of the existing system.

Furthermore, the technical foundations of the system should be built on standard, widely deployed web application and operating system platforms that will not impede future extensibility due to rapid obsolescence, lack of support or lack of standardization.

Security & Privacy

Password-protected areas of the site should be served over the https protocol for secure transfer of information between client and server.

It is required that sensitive user information, such as passwords, are securely stored in encrypted format and not allowed to be directly exposed or viewable in an unmasked or unencrypted format by unauthorized users.

Along with authenticated roles and permissions discussed in the functional requirements, browser-based access to system data and points of data entry are required to be protected against vulnerabilities such as cross-site scripting, cross-site request forgery, code injection and any other malicious user attacks.

Security test results should be presented as part of system delivery.
Usability

Given the diversity of system users’ technical expertise and the overall desire to minimize support contacts, it is critical that the new system provide a clean graphic design with logical information architecture. The information architecture should follow web usability best practices with intuitive navigation, clear information hierarchies and intuitive user workflows. Users new to the system should be able to understand the submission workflow with ease and locate targeted information quickly. Relevant information should be clearly emphasized and cleanly presented. Form fields and controls, as well as all user messaging, should be easy to understand and provide interactions.

Graphic design style guides and information architecture deliverables should be presented as part of the system implementation.

Stability

One limitation of the current system is the tight coupling introduced by the use of a shared data store for course editing activities, administrative activities and reporting activities. The impact of this design is that performance degradations in any one area of the system negatively affect users in all other areas. The new system implementation should avoid single points of failure in any one part of the system by decoupling functionality through logical or physical partitioning. As a result, running a data-intensive report or performing integration activities should not adversely affect users interacting with the course submission process. Similarly, functional changes or bug fixes should not result in unforeseen regression failures due to tight coupling of functionality.

Technical Support

During normal business hours on normal business days, Supplier shall have technical support personnel trained to provide reasonable technical assistance to requests from UCOP administrators. These technical personnel shall be responsible for assistance related to the then currently-supported release(s) of the Software, including general use of the Software, identification and isolation of bugs or documentation problems, and in providing a conduit for the reporting of bugs. Support staff should provide telephone and email support through an email address and phone number dedicated for this purpose.

Support Hours

A “business day” is defined as any non-U.S. holiday, falling on or between Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Time).

Response Time

Response times depend on the classification of the inquiry as set forth below, and are measured within the hours of operation during a business day from the time a call/email is initiated.

<table>
<thead>
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<th>Inquiry Response Criteria</th>
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<tr>
<td>Classification</td>
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<tr>
<td>Critical</td>
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Serious | Materially restricts the use by the End User of the Software. Specific End User(s) are unable to access Software or are experiencing technical difficulties within a specific section of the application. | Response within 1 business day; issue resolution begins within 6 hours of problem notification.

Testing
Detailed functional, integration, user acceptance and performance test plans and activities will be required as part of the new system implementation. Test plans will be reviewed and approved by UC personnel in order to ensure test case coverage and results meet the non-functional requirements listed above, as well as all functional requirements.

It is expected that all testing will be automated to the extent possible given the proposed project timeline in order to provide a reusable and reliable framework for measuring the stability of the system when introducing new functionality or points of integration in the future.

Hosting & Environments

Application Hosting

The A-G Online Update system and accompanying course lists will not be hosted internally by UCOP. As such, a secure, maintainable and cost-effective external hosting platform or service that fulfills all of the aforementioned non-functional requirements is required.

Environments

The hosting platform will also need to provide multiple system environments alongside production to support the testing and staging of bug fixes and new functionality.

Hosting should incorporate all aspects of operational support, such as server monitoring and maintenance, as well as operating system and data store upgrades (when required).

The vendor response should include a description of the proposed platform or service, including the rationale for selecting the platform, as well as any relevant details around security, administration and maintenance, backups, upgrades, scalability, reliability and pricing.
RFP PROCESS TIMELINE

Bidders interested in submitting proposals in response to this RFP should do so according to the following schedule. A Bidder may be disqualified for failing to adhere to the dates and times for performance specified below; please note that dates are subject to change at UC’s discretion.

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>June 10, 2013</td>
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<tr>
<td>Notice of Intent to Respond</td>
<td>June 17, 2013</td>
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<tr>
<td>Bidders Questions Deadline</td>
<td>June 20, 2013</td>
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<tr>
<td>Written Answers Provided in Email</td>
<td>June 26, 2013, 12:00 p.m. (Pacific Time)</td>
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<tr>
<td>Bids Due</td>
<td>July 19, 2013, 12:00 p.m. (Pacific Time)</td>
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<td>Notify Finalists for Finalist Presentations</td>
<td>August 5, 2013</td>
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<tr>
<td>Finalist Presentations</td>
<td>August 28, 2013</td>
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<tr>
<td>Contract Award</td>
<td>September 30, 2013</td>
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<tr>
<td>Project Start</td>
<td>October 7, 2013</td>
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<td>Initial Launch Date</td>
<td>November 1, 2014</td>
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The University does not guarantee the above schedule and reserves the right to modify this schedule to best meet its needs.

Bidder General Instructions

Notice of Intent to Respond

Any prospective Bidder intending to submit a proposal should submit a completed Notice of Intent to Respond (Attachment #1) by the date indicated on the RFP schedule above. The notice should state who the Bidder’s principal representative will be throughout the remainder of the RFP process and provide full contact information (office address, phone, and email address).

Bid Acceptance

The bid must be complete, submitted on the forms provided or in the format indicated, and comply with all specifications and legal requirements set in this Request for Proposal.

The University reserves the right to reject any submittals that are:

- Incomplete or non-responsive
- Generally unprofessional
- Late (late bids are immediately rejected)
If at any time it is found that a person, firm or corporation in their response to this RFP, or to which a Agreement has been awarded, has colluded with any other party or parties, the University reserves the right to reject the proposal(s) and/or terminate any Agreement(s) so awarded and all parties involved in the collusion shall be liable to the University for all loss or damage which the University may have suffered.

Correspondence/Notifications
All correspondence regarding this RFP must be written, not verbal, and delivered via email.

All companies or affiliated groups of companies will be asked to submit the name and contact information for one (1) single point of contact for all correspondence regarding this RFP. From that point until the award is announced, all RFP correspondence must occur only between that single point of contact from that company or affiliated group of bidding companies and the UC RFP Administrator, whose complete contact information appears on the cover sheet of this document.

This single-point-of-contact approach will be strictly enforced and monitored to ensure equal and fair distribution of relevant information and RFP updates to all prospective bidders.

Withdrawals or Modifications of the RFP
The University may make modifications and clarifications to the RFP document. Any modification will be done either as an amendment to the original document or as a “Q&A” clarification and sent by email to each prospective bidder’s single point of contact. Questions submitted by any one bidder will be supplied as an anonymously submitted “Q&A” to all bidders.

The University may extend the due date for all participants in light of significant revision(s) or amendment(s). The University reserves the right to withdraw or cancel the RFP at any time and to subsequently re-issue the RFP in the same or modified format.

Withdrawals or Modifications of Bids
Once submitted, bid documents may not be modified.

Bids may be withdrawn. To do so, submit a written request to that effect on company letterhead and signed by an authorized representative of your company to the RFP administrator (see above).

Submittal Costs
The University of California is not liable for any costs incurred by prospective respondents. Respondent is responsible for all costs associated with information, proposals, evaluations, materials, visitations, and demonstrations and personnel furnished to comply with this bid requestor and any subsequent request before issuance of an Agreement.

Disclosure of Records/Confidentiality of Information
Bid response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). 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 that shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the
California Public Records Act. Any trade secret or company confidential information submitted as a part of this bid should be clearly marked “Trade Secret Information” or “Confidential Information.”

Should a request be made of the University of California for access to the information designated confidential or trade secret by the bidder and, on the basis of that designation, UC denies the request, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

**Bidder Classification & Certification**

In order to provide fair, open and efficient opportunities for all companies interested in doing business with the University of California, we ask all potential vendors to pre-qualify for any bidding or supplier activity. We can use the information provided to track supplier activity, to measure progress against goals for small business outreach efforts, to shorten the administrative timeline toward a mutually beneficial agreement, and to monitor compliance with required state and federal codes. “Bidder Instructions for Response to Request for Proposal” outlines several forms, included as attachments to this RFP, which are required along with a full and complete response to all questions, in order to be considered as a bidder for this scope of work.

**Proposal Acceptance Period**

OFFERS SUBMITTED FOR ALL ITEMS SPECIFIED HEREIN SHALL REMAIN VALID FOR AT LEAST ONE HUNDRED AND SIXTY (160) DAYS FROM THE RFP BID SUBMISSION (DUE) DATE.

**Alternative Proposals**

The University of California will weigh all factors noted in this RFP to determine the best course of action in awarding this part of the University’s business. If a Bidder sees an opportunity to propose a different, more efficient way to structure pricing and/or services covered in the scope of this RFP, while still meeting all stated requirements, we ask that the Bidder provide this as an “Alternative Proposal.” The University of California is committed to reviewing all proposals that meet stated requirements and which may also offer unanticipated benefits. Only those Bidders that respond to the entire RFP as written also qualify to bid an “alternative proposal” (*Bidders may not only bid an “Alternative Proposal”*).

**Initial Contract Term & Extensions**

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of THREE (3) years. The University of California may, at its option, extend or renew the agreement for additional two (2) one-year periods under the same terms and conditions.

**University of California Terms & Conditions of Purchase (“Appendix A”)**

The University of California standard Terms and Conditions of Purchase (“Appendix A”) will be incorporated into any contract that may result from this RFP and is referred to as Attachment #2. As applicable, the University of California Additional Terms and Conditions for Data Security and Privacy (“Appendix DS”), and the University of California Office of the President Software License and Support Agreement may also be incorporated into any contract that may result from this RFP and are referred to as Attachment #3 and Attachment #4, respectively.
Pricing

1. **Price Quotation** - The prices quoted in your proposal response shall be the UC net price for the various services/materials. In other words, for items in the bid pricing submitted, there shall be no separate or additional charges, fees, handling or other incidental costs following contract award.

2. **Price Protection** - The prices quoted in your proposal response shall be firm for at least the first twelve (12) months of any resulting contract. Longer time periods for price protection may be submitted as the original or as an alternative proposal to provide additional cost savings opportunities to the University in exchange for a long-term agreement.

3. **Additional Earned Incentives and Discounts** - Bidders should consider additional discounts which may reflect what is gained by utilizing efficient business operations, such as:
   a. Prompt payment discounts. The University of California considers 30-day payment periods normal. Additional discounts should be quoted for payments received in 5, 10, 15, and 20 days.
   b. Volume Incentives (additional %-off or net-dollars-off discounts) based upon reaching specific, mutually agreed upon dollar volume usage levels.
   c. Specify any other incentives that may be earned by the University of California.

Please include in your company's proposal how the Earned Incentives are paid along with frequency of payment. Provide sample or describe how Earned Incentive dollars are tracked and reported.

**No Mandatory Use**

Bidder is advised that there is no mandatory use policy at the University of California for agreements. A winning bidder may still see some competition at any given UC location for any given service.

**Audit Requirements**

Any agreement resulting from this Request for Proposal shall be subject to examination and audit by the University of California, the State of California, or the University’s duly authorized third-party auditor 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.

**Marketing References**

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

This section is provided in the interest of making it easier to submit a complete bid package. Please note that all RFP submissions shall be sent via email as follows:

Proposal Response in either Word or PDF format, including pricing by noon (Pacific Time) May 13, 2013 to the RFP Administrator:

Diane L. Diotte, C.P.M.  
UCOP/UCLA Principal Buyer  
UCOP Procurement  
Diane.Diotte@ucop.edu

RFP questions by noon (Pacific Time) May 8, 2013 to:

Monica H. Lin, Ph.D.  
Associate Director of Undergraduate Admissions  
UCOP Student Affairs  
Monica.Lin@ucop.edu

The RFP Administrator’s package must contain the following information. This information is for administrative reference only and will not be used as part of the RFP scoring process:

1. A completed University of California Business Information Form (Attachment #5)
2. (If applicable) Certification by the U.S. Small Business Administration
3. Certificate(s) of Insurance
4. If possible, audited annual financial reports for the last 2 (two) years (if a privately held company, 10K filings are acceptable)
5. A list of at least 1 and up to 4 customer references, ideally consisting of current clients and former clients who are no longer contracted with your company:
   - Please submit name, title, company name, phone number and email address.
   - Customer references ideally should be using similar services as specified in this RFP.
   - For those Bidders who have provided service to the University in the previous two (2) years, whether as part of a system wide agreement or as a one-time bid on a single service at one location, the University may decide to use internal data and end-user customer feedback to evaluate Bidder performance in addition to the customer reference criteria that you provide.

The University of California will check references of Bidders that appear to be among the lowest overall cost per quality point for an award. To warrant consideration for an award, Bidder must successfully pass the reference checks.

Providing or submitting incorrect or incomplete reference information may lead to Bidder’s elimination from consideration for the Agreement. The decision to eliminate Bidder from consideration for the Agreement for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of the University of California and shall not be subject to appeal.
Instructions for General, Service & Technical Capabilities Questions

Proposals must demonstrate an ability to fulfill the requirements in the RFP and must also include:

- Project implementation plan, including proposed concepts and timelines, based on the RFP. This area should address the bidder's understanding of the functional requirements described in the RFP. Implementation plans should consider methods for multiple phased releases to mitigate risk and speed initial delivery.
- Overview of proposed technical approach addressing all non-functional requirements described in the RFP. This area should address any licensed software being proposed, as well as the key features that differentiate the proposed technical approach.
- A company profile, including years in business, core services, and relevant experience.
- A description of the bidder's business philosophy, and project management, quality assurance and software release processes.
- Client references for work similar to the requirements and work described in this RFP.
- A list of URLs to sites in your portfolio, describing the project objective and the steps taken to achieve it.
- Brief bios of team members who would be assigned this project, including duties and credentials.
- Price/cost proposals, including all items associated for the completion of this project, and the nature of those fees. Outline all design and production costs necessary for the development and maintenance of the site, including hosting and technical support. Contract terms will be negotiated upon selection.
- Appropriate contact information in case UCOP requires clarification in any area of the proposal.

Bid Cover Sheet: Respondent Identification & Classification

Provide a cover sheet for your response that contains:

- The following text:
  
  Response to University of California
  REQUEST FOR PROPOSAL
  MMDD0-040513-001p

- Company name and address for primary U.S. location or headquarters
- Company contact's name and title
- Contact's telephone number, fax number and email address (and mailing address if different from above)
- Signature of a representative of your company who is duly authorized to enter into bids for contracts

Evaluation Process & Tender of Contract

Bid Evaluation Methodology

Bids will first be screened as to whether minimum qualifications are met. To be evaluated, the bid must be submitted on time, complete, and responsive to all questions or requests for information.

All minimally qualified bids will then be evaluated and scored on a standard University of California “cost per quality point” basis.
The “cost per quality points” method begins with the assessment of “quality points,” a weighted sum of points given out of total points possible for each question/criterion. Weightings are assigned by the team before bids are received, and are specifically designed to recognize that some criteria are of greater relative importance than other criteria (for example, a response to how many ways a bidder may provide reporting solutions may be pre-assigned a higher relative weighting than a question regarding visual design).

Each participant on the evaluation team gives one (1) “grade” (or assessment of total quality points) per bid response.

At the conclusion of “Phase I,” bid prices are distributed to the team, including all elements (such as trade and prompt payment discounts, volume or other discounts, per-item or per-occurrence charges, and other miscellaneous charges or discounts) that comprise the “total cost” of the bid as quoted. The total quoted cost will then be divided by the total quality points. A small group of finalists are then selected from the top scores and those companies are asked to participate in “Phase II” evaluations.

“Phase II” evaluations continue the grading and assessment process, but at an in-depth level. Usually Phase II will involve a face-to-face presentation, an open question-and-answer session and significant examination of company financial health, customer references, site visits and other criteria as specified in this RFP.

The proposal that is assessed the lowest cost per quality point will be tendered a contract. Should that bidder refuse or decline to accept the contract, the award may be made successively to the bidder with the second lowest cost per quality point, or then to the third in the event of further declination.

The University of California may waive irregularities in a proposal provided that, in the judgment of the University of California, such action will not negate fair competition and will permit proper comparative evaluation of bids submitted. The University of California’s waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal documents or excuse the Bidder from full compliance with the Request for Proposal specifications in the event the contract is awarded to that Bidder.

In performing its review of the bid submittals, the University of California reserves the right to obtain and use in its evaluation any independently derived information, including but not limited to financial reports and secondary customer references.

**Evaluation Criteria**

**Phase I: Selection of Finalists**

The goal of “Phase I” is to select a small group of finalists. Bids are reviewed and “graded” by a team representing the University without regard to – or access to – bid pricing. The RFP Administrator holds all pricing until the team scores responses to all other requirements (“quality points”).

The University will evaluate and score all responsive bids using the following factors, which will comprise the “quality points”:

1. General Capabilities
   - Company organization and strategic direction
   - Account management and program administration
   - Expertise of personnel
   - Strength of similar and previous work
2. Service Quality & Commitments
   - Suitability of the proposal in relation to the requirements and timeline in the RFP
   - Implementation plan
   - Quality management processes
   - Range of services provided

3. Technical Qualifications
   - Alignment of bidder’s services with UC non-functional requirements
   - Ability to provide hosting and support services as required
   - Ability to provide types and frequencies of reports to meet UC requirements

The University of California will then assess the total cost of the bid, including in the calculations:
   - TOTAL PRICE AS QUOTED
   - Any additional costs, fees, charges, etc. as quoted for items within the scope of the bid
   - Additional discounts for items/services within the scope of the bid

Phase II: Finalist Presentations, Reference Checks & Selection

Only the top finalists in scoring will move into Phase II. The University of California anticipates that three (3) bidding companies will be selected as finalists, but may consider fewer or more bidders as finalists, depending on the quality of bid responses and the overall number of responsive bids.

In Phase II, the Bidder is requested to give an oral presentation concerning the Bidder’s services and ability to service the Agreement. **Key executive and account personnel are expected to be physically in the room for the finalist presentation.**

The evaluation team will submit a guideline for finalist presentations when the finalists are notified. Bidders should be prepared to deliver:
   - An overview presentation
   - A demonstration of service capabilities
   - A demonstration of value-added services or innovative technology likely to be used to service any resulting Agreement
   - A personal introduction to the key members of the prospective account management team

The proposal offering the lowest cost per quality point will be recommended to receive a contract-governing award of business. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well as the contents of the bidder’s proposal as accepted by the University and will be in writing. Should the Bidder with the proposal offering lowest cost per quality point for any option refuse or fail to accept the tendered purchase contract, the award may be made successively to the bidder with the second lowest cost per quality point, or then to the third in the event of further failure to accept.

The University of California reserves the right to accept or reject any or all bids, make more than one award, or no award, as the best interests of the University of California may appear. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the bidder’s proposal as accepted by the UC and will be in writing.
ATTACHMENT #1
Notice of Intent to Respond
UNIVERSITY OF CALIFORNIA

DATE: ___________________  RFP NUMBER: ___________________

**PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE PERSON WHO WILL BE YOUR COMPANY'S PRINCIPAL CONTACT FOR MATTERS REGARDING THE ABOVE RFP.**

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<th><strong>Company Name and Address</strong></th>
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<th><strong>Signature of Company Representative</strong></th>
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Please return this notice via email to: Diane.Diotte@ucop.edu
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 therefore, 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, 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, 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.
B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees from and against all losses, damages, liabilities, costs, and expenses 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 Acquistion 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', materialmen'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 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 arrangements 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:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   - Each Occurrence $ _____
   - Products/Completed Operations Aggregate $ _____
   - Personal and Advertising Injury $ _____
   - General Aggregate (Not applicable to the Comprehensive Form) $ _____

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, nonowned, or hired automobiles with a combined single limit not less than $ _____ 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 $ _____ per occurrence with an aggregate of not less than $ _____ dollars ($ ). 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 in 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.
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/information-technology-services/policies/it-policies-and-guidelines/privacy-and-records/files/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://policy.ucop.edu/doc/7020447/BFB-IS-2), and IS-3, Electronic Information Security (http://policy.ucop.edu/doc/7000543/BFB-IS-3).

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/](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, attorneys 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.
ATTACHMENT #4

Software License and Support Agreement
UNIVERSITY OF CALIFORNIA OFFICE OF THE PRESIDENT

This Software License and Support Agreement ("Agreement"), dated ____________, 201_ ("Effective Date"), is by and between ____________________________ located at ____________________________, [ZIP Code] ("Supplier"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Regents").

INTENDING to be legally bound, Supplier and the Regents agree that the following terms and conditions will apply to the licenses and services provided under this Agreement, including the attached Schedules:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms shall have the meanings set forth herein:

(a) "Confidential Information" shall mean information that a disclosing party treats in a confidential manner and that is marked "Confidential Information" prior to disclosure to the other party. If information disclosed orally is considered confidential information by the disclosing party, that party must inform the other at the time of disclosure and confirm in writing within five (5) days of such disclosure that the information is to be treated as Confidential Information. Confidential Information does not include information which: (i) is public or becomes public through no breach of the confidentiality obligations herein; (ii) is disclosed by the receiving party with the prior written approval of the other party; (iii) was known by the receiving party at the time of disclosure, (iv) was developed independently by the receiving party without use of Confidential Information, (v) becomes known to the receiving party from a source other than the disclosing party through lawful means, (vi) is disclosed by the disclosing party to others without confidentiality obligations, or (vii) is required by law to be disclosed.

(b) "Documentation" means the user instructions, manuals or other materials regarding the use of the Software that Supplier makes generally available in connection with the Software.

(c) "Intellectual Property Rights" shall include without limitation all rights, title, and interest in and to all (i) Letters Patent and all filed, pending, or potential applications for Letters Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (ii) trade secret rights and equivalent rights arising under the common law, state law, federal law, and laws of foreign countries; (iii) copyrights, mask works, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, federal law, and laws of foreign countries; and (iv) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, federal law, and laws of foreign countries.

(d) "Software" means the Supplier's proprietary computer program(s), or those licensed by Supplier from others, and provided hereunder, as listed in the attached Schedules, ordered by the Regents and any Updates hereafter furnished to the Regents by Supplier under this Agreement.

(e) "Updates" means those updates, modifications, bug fixes and other corrections that Supplier makes generally
available for no additional charge to other licensees of the Software who receive technical support services.

2. **License Grant.** Subject to the terms and conditions of this Agreement, Supplier hereby grants to the Regents a nonexclusive, nontransferable, license (the “License”) to (a) use the Software on the number of devices specified in the attached schedules for its own internal business purposes, (b) use and make copies of the Documentation in conjunction with the foregoing, and (c) make a copy of the Software solely for back-up or archival purposes. The Regents will reproduce all copyright and other proprietary notices on all copies of the Software and Documentation in the same form and manner that such copyright and other proprietary notices are included on the Software or Documentation. The Regents acknowledge that Supplier shall retain title to the Software and Documentation. Supplier hereby reserves all rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

3. **Restrictions.** The Regents shall not, or through any other party: (a) gift, lend, sell, lease, license or sublicense the Software or the Documentation; (b) decompile, disassemble, or reverse engineer the Software, in whole or in part; (c) allow access to the Software by any user other than the Regents’ employees; (d) write or develop any derivative software or any other software program based upon the Software; (e) use the Software to provide processing services to third parties, or otherwise use the Software on a “service bureau” basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Supplier’s prior written consent.

4. **Technical Support.** Conditioned upon payment by the Regents of support fees as set forth on Schedule __, during the term of this Agreement, Supplier will provide updates and technical support services to the in accordance with supplier’s then-current technical support policies. Supplier hereby represents and warrants that technical support for the Software shall be available to The Regents for not less than three (3) years from the date of acceptance of the Software. Supplier’s personnel will be available to directly respond to the telephonic or e-mail request of any of the Regents’ authorized users (a “User”) for technical support during the Term during the hours of 9:00 AM to 5:00 PM, Pacific Time, Monday through Friday, nationally recognized holidays excluded.

5. **Additional Services.** The Regents may request that Supplier provide services not part of the technical support services set forth herein, at any time. Supplier shall provide such additional services, if they are generally available to Software users in accordance with Supplier’s standard procedures and rates. Supplier shall have no obligation to commence such additional services until the parties enter a written agreement setting forth the terms and conditions, including fees, applicable to such services.

6. **Term and Termination.** The term of this Agreement begins on the Effective Date and continues until __________, unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement will renew annually upon mutual written consent by both parties. Either party may terminate this agreement upon sixty (60) days written notice. Following termination, the Regents shall retain the right to (a) use the Software on the number of devices specified in the attached Schedules for its own internal business purposes, (b) use and make copies of the Documentation in conjunction such use, and (c) make a copy of the Software solely for back-up or archival purposes. If the Regents are in material breach of this Agreement, or if any assignment shall be made of its business
for the benefit of creditors, or if a receiver, trustee in bankruptcy or a similar officer is appointed to take charge of all or part of its property, or if the Regents are adjudged as bankrupt, then this Agreement shall terminate immediately and automatically upon delivery of written notice by Supplier. Sections 6 through 20 shall survive any expiration or termination of this Agreement.

7. License Fee and Taxes.

(a) The Regents shall pay Supplier the non-refundable license fees and the support fees set forth in the attached Schedules, plus all applicable taxes. Such fees will be payable upon execution of this Agreement or as otherwise stated in the Schedules. The Regents will have the option to expand the License to increase the licensed number of Users, or otherwise change the scope of the License, upon Supplier’s receipt of additional license fees for such expanded scope as set forth in Supplier’s then-current price list. To the extent required by applicable law, the Regents will pay and be responsible for any excise, privilege, sales, use, customs, value added, and any other tax (except taxes imposed with respect to net income) imposed by or under the authority of any foreign, United States, state, or local law with respect to the license of Software contemplated by this Agreement.

(b) After the first anniversary of payment of the Annual Maintenance Fee, if any, specified in the Schedules, Supplier may raise subsequent Maintenance Fees only by the amount stated in the attached Schedules; however, Maintenance Fee increases shall never exceed the then-current CPI.

8. Nondisclosure. The Regents will not disclose, or permit any third party or entity use of or access to, Supplier’s Confidential Information (or any portion thereof) without prior written permission of Supplier (except such disclosure or access which is required to perform any obligations under this Agreement or which is required by law). Without limiting the foregoing, the Regents will protect Supplier’s Confidential Information at least to the same extent that the Regents protects its own similar confidential information. The Regents shall not provide, disclose or otherwise make available the Software or Documentation to any person other than the Regents employees, contractors, and agents having need to use the Software as permitted by the license granted in Section 2 above, except with Supplier’s prior written consent. The provisions of this Section 8 are subject to Regent’s obligations under applicable state and federal law, including the California Public Records Act and the federal Freedom of Information Act, which permit limited categories of information to be withheld from public disclosure. If the Regents receives a request for disclosure of information that it believes does not qualify as information that may be withheld, the Regents will notify Supplier in writing ten (10) days before making such disclosure.


(a) Supplier hereby represents and warrants to Licensee that:

i. Supplier has all Intellectual Property Rights necessary to license the Supplier Software to Licensee in accordance with the terms of this Agreement;

ii. Supplier is the sole owner or is a valid licensee of the Software and has secured all necessary licenses, consents, and authorizations with respect to use of the Software to the full extent contemplated herein, including, but not limited to, all text, pictures, audio, video, logos, source code, and copy contained therein; and

iii. No part of the Software violates or infringes upon the copyrights, trade secrets, trademarks, patent rights, or...
other Intellectual Property Rights or other rights of a person or entity or is otherwise subject to any claims relating thereto.

(b) Supplier shall defend, or at its option, settle any claims brought against the Regents for infringement of any third party United States copyright, patent, and any other proprietary rights of any third party by the Software and shall indemnify and hold harmless the Regents for any judgments, damages, costs or expenses payable by the Regents to the party bringing such action, together with reasonable attorneys’ fees relating thereto. Supplier shall be relieved of its indemnity obligations under this Section 9 unless the Regents notify the Supplier promptly in writing of and give the Supplier the exclusive authority to defend or settle such claims and gives the Supplier proper and full information and assistance to settle or defend any such claim.

If the Software, or any part thereof, is, or in the opinion of the Supplier may become, the subject of any claim for infringement of any third party United States copyright, patent, and any other proprietary rights of any third party, or if it is adjudicate by a court of competent jurisdiction that the Software, or any part thereof, infringes any third party United States copyright, patent, and any other proprietary rights of any third party, then Supplier may, at its option and expense, either (i) procure for the Regents the right to use the Software or (ii) replace or modify the Software or parts thereof, with other suitable and reasonably equivalent technology so that the Software becomes noninfringing or (iii) if it is not commercially reasonable to take the actions specified in items (i) and (ii) immediately preceding, terminate this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION 9 SHALL BE EFFECTIVE NOTWITHSTANDING THE PROVISIONS OF SECTION 10, BELOW

Software Warranty. Supplier warrants that for a period of ninety (90) days from the date of each purchase (i) each item of Software will perform in substantial accordance with the Documentation delivered with such Software, and (ii) at the date of each purchase, Supplier shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden program, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the use of computer and telecommunications software or hardware for their normal purposes (except as in accordance with the Documentation).

LICENSEE WARRANTS THAT THEY RECEIVED A DEMONSTRATION OF THE SOFTWARE AND ITS CAPABILITIES, DESIGNATED FUNCTIONS, AND ALL IMPORTANT AND NECESSARY FUNCTIONS REQUIRED BY THE LICENSEE HAVE BEEN DEMONSTRATED TO THE SATISFACTION OF THE LICENSEE.

Initials [ ]

THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

LICENSEE HEREBY AGREES TO ACCEPT FULL RESPONSIBILITY FOR VERIFICATION OF ANY AND ALL INFORMATION ON ANY OUTPUT OR OTHER DOCUMENT PRODUCED BY THE SOFTWARE OR SYSTEM. SUPPLIER BEARS NO RESPONSIBILITY TO VERIFY OR ENSURE THE ACCURACY OF ANY
INFORMATION CONTAINED IN ANY OUTPUT DOCUMENT OR THROUGH SUPPLIER SUPPORT.

(a) Exceptions to Warranty. Notwithstanding the foregoing, Supplier shall have no obligation to fix errors in the Software caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Software, or if such repair service would constitute an excluded service pursuant to the Support and Maintenance Services provisions.

(b) Remedy for Breach of Warranty. Supplier’s exclusive liability and the Regent’s sole and exclusive remedy for breach of the provisions of this warranty section shall be, at Supplier’s option, to repair or replace the Software which does not meet Supplier’s warranty and which is returned to Supplier.

Limitation of Liability. IN NO EVENT WILL SUPPLIER BE LIABLE FOR LOST PROFITS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIERS LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT FOR DIRECT DAMAGES SHALL NOT EXCEED A TWO MONTH PRORATA AMOUNT PAID BY THE REGENTS FOR THE SOFTWARE. THE FOREGOING LIMITATION IS NOT APPLICABLE TO ANY PERSONAL INJURY CLAIM.

12. Mutual Indemnification

(a) Supplier shall defend, indemnify, and hold the Regents, 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 arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Supplier, its officers, employees or agents.

(b) The Regents shall defend, indemnify, and hold Supplier, 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 arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Regents, its officers, employees or agents.

13. Assignments and Sublicenses. No rights or obligations under this Agreement may be assigned, delegated or otherwise transferred by a party without the prior written consent of the other party. Except as provided herein, the Regents shall have no right to sublicense the rights granted hereunder.

14. Audit. Supplier or a third party selected by Supplier may audit the Regents’ use of the Software, upon notice to the Regents, for purposes of ensuring compliance with this Agreement. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with the Regents’ business activities. If an audit reveals that the Regents have exceeded the scope of their license by more than ten percent (10%), (i) the Regents shall pay the reasonable costs and expenses of such audit, and (ii) Supplier may, without limiting the remedies it otherwise might have under this Agreement or by law, invoice the Regents for any such excess use as if the excess use was made part of a license expansion, together with interest thereon at a rate of one-half percent (.5 %) per month or partial month during which such amount was owed.
and unpaid, or the highest rate allowed by law, whichever is less. Any such invoice shall be paid within thirty (30) days of the date of receipt of invoice.

15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any dispute or claim arising out of or in relation to this Agreement, or the interpretation, making, performance, breach or termination thereof shall be resolved by the Federal District Court for the Northern District of California or state courts in Alameda County California, as applicable.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered to the parties as indicated below:

If to Supplier:

Attn:

FAX:

If to the Regents:

Attn:

FAX:

Notice may be given (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested, (iii) by overnight courier, or (iv) by fax with confirming letter mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. Either party may change its address by written notice to the other party.

17. Severability. In the event that any provision or provisions shall be held to be unenforceable, those provisions shall in good faith be renegotiated to be enforceable and shall reflect as closely as possible the intent of the original provisions of this Agreement. Such negotiations shall not affect the enforceability of the remainder of the Agreement.

18. Force Majeure. Non-performance of either party, except for the making of payments, shall be excused to the extent that performance is rendered impossible by acts of God, strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason when failure to perform is beyond the control non-performing party.

19. No Waiver. The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

20. Entire Agreement; Amendments. This Agreement, including the Schedules which are incorporated herein, constitutes the whole and entirety agreement between the parties with respect to the subject matter hereof and no oral or written Commitments not referenced herein shall apply. Any Amendment or modification to this Agreement shall be effective only if reduced to writing and signed by duly authorized representatives of Supplier and the Regents.
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

“Supplier”

By:________________________
Print Name:__________________
Title:________________________

“Regents”

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By:________________________
Print Name:__________________
Title:________________________
ATTACHMENT #5

Business Information Form
UNIVERSITY OF CALIFORNIA

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

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>CONTACT PERSON: (Indicate Ms., Mr., etc.)</th>
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<tbody>
<tr>
<td>STREET ADDRESS:</td>
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<tr>
<td>MAILING ADDRESS (if different from street address):</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER: ( )</td>
<td>FAX NO.: ( )</td>
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<tr>
<td>E-MAIL:</td>
<td>HOME PAGE ADDRESS:</td>
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<tr>
<td>Are any of the owners or owners’ relatives currently employed by the University of California? YES ☐ NO ☐ If yes, please provide details on an attached sheet of paper.</td>
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<tr>
<td>FEDERAL IDENTIFICATION/SOCIAL SECURITY NUMBER:</td>
<td>DUN &amp; BRADSTREET NUMBER:</td>
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<table>
<thead>
<tr>
<th>PRIMARY TYPE OF BUSINESS:</th>
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<tbody>
<tr>
<td>BROKER ☐ DEALER ☐ DISTRIBUTOR ☐ FABRICATOR ☐ MANUFACTURER ☐</td>
</tr>
<tr>
<td>MANUFACTURERS’ AGENT ☐ RETAIL ☐ SERVICE ☐ WHOLESALE ☐ OTHER ☐</td>
</tr>
</tbody>
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<tr>
<th>PRINCIPAL OWNERS:</th>
<th>Name</th>
<th>Title</th>
<th>Sex (M or F)</th>
<th>Ethnicity</th>
<th>Percent Ownership</th>
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| THIS IS A PARENT COMPANY: | (Name of subsidiaries) |
| THIS IS A SUBSIDIARY: | (Name and location of parent company) |

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<tr>
<th>NUMBER OF YEARS IN BUSINESS</th>
<th>AVERAGE ANNUAL SALES (PRIOR 3 YEARS)</th>
<th>BUSINESS NET WORTH</th>
<th>INVENTORY VALUE</th>
<th>APPROX. SIZE OF FACILITIES (sq. ft.)</th>
<th>NUMBER OF EMPLOYEES</th>
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DESCRIPTION OF PRODUCTS & SERVICES (attach sales literature as appropriate)

BANK REFERENCE NAME: ADDRESS: (Number, City, State, Zip)
CUSTOMER REFERENCES:

<table>
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<tr>
<th>Name</th>
<th>Address</th>
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PERSON(S) AUTHORIZED TO COMMIT YOUR FIRM TO A CONTRACT:

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<th>Name</th>
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INSURANCE: Is your Company Insured? ☐ YES ☐ NO

TYPE OF INSURANCE: ☐ General Liability ☐ Automobile Liability ☐ Worker’s Compensation ☐ 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) ☐ Corporation ☐ Individual/Sole Proprietorship ☐ Joint Venture ☐ Partnership ☐ Foreign Ownership ☐ Not for Profit ☐ Other

Owner Status – Business is at least 51% Owned, Controlled and Actively Managed by (Check all that apply): ☐ SBE ☐ DBE ☐ WBE ☐ DVBE

Ownership Status Category – Place an “X” in the boxes that best describe your firm’s ownership:

<table>
<thead>
<tr>
<th>Business Type</th>
<th>Native American Indian</th>
<th>Asian/Pacific Islander American</th>
<th>Black African American</th>
<th>White American</th>
<th>Hispanic American</th>
<th>Disabled Veteran</th>
<th>Socially &amp; Economically Disadvantaged</th>
<th>Other</th>
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<tbody>
<tr>
<td>Large: Woman-Owned</td>
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<td>Large: Male-Owned</td>
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</table>

Signature of Principal or Owner | Title | Date

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REQUEST FOR PROPOSAL  A-G COURSE SUBMISSION & REVIEW SYSTEM 52