



UNIVERSITY OF CALIFORNIA MERCED

REQUEST FOR PROPOSAL

NO. 003836-Oct2025

FOR

WEB MODERNIZATION CONSULTANT

Register and Submit Proposals at the University CalUSource Portal

<https://smart.gep.com/Nexus/Registration/PartnerRegistration?dd=YnBjPTQxMTk4MyZzcGM9MCZmYz0x0&oloc=102>

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for responding to this RFP.

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1 Instructions to Proposers

1.1 ISSUING OFFICE AND UNIVERSITY CONTACT

This RFP is issued by the University Procurement and Contracts Division, which is the only authorized entity to change, modify, and clarify, etc., the provisions of this RFP and to award any contract(s) resulting from this RFP.

1.2 SCHEDULE OF EVENTS

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

Event	Date
RFP Issued	October 14, 2025
Deadline for Questions regarding RFP	October 20, 2025
Addendum Issued	October 24, 2025
Proposal Due Date	October 31, 2025, 3:00 P.M. (PT)
Anticipated Award Date	November 11, 2025

It is the responsibility of each Proposer to be familiar with all specifications, terms and conditions and site conditions (if applicable). The Proposer agrees and acknowledges all RFP specifications, terms, and conditions and indicates the ability to perform by submission of a proposal. By the submission of a proposal, the Proposer certifies that if awarded a contract, they shall make no claim against UC Merced based upon ignorance of conditions or misunderstanding of the specifications.

1.3 PROPOSER QUESTIONS

Each Proposer shall exercise their best professional, independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request shall be submitted via the CalUSource portal using the Discussion Forum  Discussion Forum , which is located on the top right of the page.

Responses to individual Proposer questions shall be made available to all Prospective Proposers.

All contacts during the proposal process shall be made through the Procurement and Contracts Division. Attempts by the Proposer to contact department representatives may result in disqualification of the Proposer from the proposal process.

1.4 ADDENDA TO THE RFP

Any changes, additions, or deletions to this RFP shall be in the form of a written addenda issued by the University via the CalUSource portal. Any addenda to this RFP shall be distributed to all participating Proposers via the CalUSource portal. The University shall not be responsible for the failure of any prospective Proposer to receive such Addenda. All Addenda shall become part of the RFP.

1.5 INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposals shall be submitted online using the University of California Supplier Registration and Sourcing web tool (CalUSource).

Proposals submitted through any other means shall not be accepted and late proposals will be rejected.

Responses will take time to enter into the CalUSource System. The Proposer shall provide a complete response to all prerequisites, questions and/or information in the RFP as requested in the CalUSource portal.

1.6 PROPOSAL RECEIPT

The University reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

1.7 RESTRICTION ON COMMUNICATIONS

The Proposers are not permitted to communicate with University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of award(s), except during:

- Presentations, if conducted.

If the Proposer is found to be in violation of this provision, the University reserves the right to reject their proposal without redress.

1.8 PROPOSAL FORMAT AND REQUIRED SUBMITTALS

The Proposers shall provide a written proposal addressing the full scope specified under this RFP. Proposals in any other format as described in this RFP shall be considered informal and will be rejected. Conditional proposals shall not be considered. If the Proposer fails to provide any of the information, the University may, at its sole discretion, evaluate the proposal without the missing information.

1.9 PROPOSER REPRESENTATION

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

- Read and completely understand the RFP and associated documents
- Based their proposal submittal upon the requirements described in the RFP

1.10 SIMPLICITY OF PREPARATION

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the requirements of the RFP. Emphasis shall be on completeness and clarity of content. Promotional materials are especially discouraged.

1.11 COMPLETE PROPOSALS

All proposals shall be full and complete at the time of the proposal opening.

1.12 MEET/EXCEED SPECIFICATIONS

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

1.13 AMENDMENTS TO RFP BEFORE DUE DATE

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

1.14 FIRM PROPOSALS

All Proposals shall be firm and fixed for one hundred twenty (120) days (including pricing) following the deadline for RFP submission, or until a contract is signed whichever comes first.

1.15 PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and submission of proposal and related documentation, including Proposer presentations to UC (if required), shall be borne by the Proposer.

2 Intent and Service Requirements

2.1 INTENT

The University of California, Merced (UC Merced) shall select, through a competitive process, a qualified company to assist and advise in the design and implementation of a comprehensive, phased web modernization effort, including a platform upgrade from Drupal 7 to Drupal 11, 1-3 branded template redesigns, and the possibility of other necessary technical, structural, and content optimization to enhance site performance, SEO, GEO/AIO, and build/maintain compliance with current accessibility standards.

2.2 SCOPE OF SERVICES

A. Platform upgrade

Perform an upgrade of ~380 sites from Drupal 7 multisite architecture (hosted on Acquia Site Factory) to Drupal 11 to ensure long-term support, improved performance, better alignment with current web standards and compliance with WCAG 2.1 A/AA.

B. Look and feel/brand refresh

Development of 2-3 Drupal 11 templates, compliant with WCAG 2.1 A/AA to revitalize the UC Merced web presence and bring our web offerings into alignment with current brand standards.

C. Ad-hoc optimization work via an established hourly rate card. Efforts in this phase could include work such as:

1. Creation of a long-term web content strategy to streamline our overall web presence and optimize for GEO/AIO.
2. Additional technical or structural optimization to meet content accessibility goals (WCAG 2.1 A/AA).
3. Drupal 7 support model through multisite upgrade.

D. Assumptions/requirements: Because of D7 end of life, UC Merced would like to upgrade existing campus sites to D11 as soon as possible, ahead of look and feel refresh, which will require a significant amount of time for stakeholder engagement and review. UC Merced requires that ~5-10 “priority” sites be upgraded to D11 before the end of the 2025 calendar year to avoid impacting yearly campus recruiting activities.

2.3 STANDARDS OF PERFORMANCE/ WORKMANSHIP

At a minimum, Contractor shall adhere to all specifications outlined in this document. UC Merced representative(s) assigned to the contract shall be the sole judge as to the adequacy of the work. All work not performed to the standards of these specifications shall be redone by Contractor at Contractors’ expense.

2.4 CORRECTIVE WORK

Contractor shall perform the work described herein, under the direction and satisfaction of UC Merced representative. UC Merced may inspect the work at any time and request the Contractor make corrections to any work that does not meet standards outlined in the RFP and subsequent addenda. If corrective work is required, UC Merced shall provide the Contractor with a written list of items that need correcting, and the Contractor shall make the necessary corrections within seventy-two (72) hours. If the corrections are not made, UC Merced shall deduct those applicable portions, pro-rata, from the Contractor's payment. Repeated failures to provide services to the standards stated in these specifications, or failure to respond to requests for corrective work, may result in the termination of the contract.

2.5 HOURS OF OPERATION

Normally scheduled work hours are 7:00 A.M. to 4:00 P.M. Monday through Friday, excluding all major UC Merced holidays. Holiday schedule:

<https://hr.ucmerced.edu/benefits/holiday-schedule>

2.6 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until formal acceptance of the work by the UC Merced representative, Contractor shall be responsible for and have care, custody, and control of the work and all parts, materials, and equipment used therein, delivered to the work site. The Contractor shall bear full risk of loss, injury, or damage to any part of the work and parts, material, or equipment by action of the elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore and make whole, all loss or damage to any portion of the work or parts and materials, before final acceptance, and shall bear the expense thereof, except for such loss or damage caused by the acts of UC Merced.

Suspension of work for any reason whatsoever shall not relieve the Contractor of their responsibility for the work or parts and/or materials as required for the work performed.

The Contractor shall be responsible for any damage their activities cause to adjacent public or private property. The Contractor shall take all measures necessary to protect the surrounding area from debris or other damage resultant from the project activities.

2.7 NON-PERFORMANCE OF SERVICE

If Contractor fails to observe the established schedule of service on a project for more than two (2) consecutive working days, UC Merced reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the sole judgment of UC Merced, sufficient cause has not been demonstrated, then UC Merced shall serve written notice to Contractor that the project shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not taken corrective action, UC Merced may schedule the work to be performed by others. Notwithstanding or foregoing, UC Merced reserves the right at its sole discretion to terminate the contract should the occurrence continue.

2.8 DELAY BY UC MERCED

Any act or omission of any kind by UC Merced, which causes Contractor delay in the completion of the work shall be grounds for extension of time on the part of the Contractor to complete the work but shall give Contractor no damages for such delay.

2.9 CONTRACTOR AND EMPLOYEES

- A. The Contractor shall perform all services rendered in a neat, orderly, and efficient manner, and to use care and diligence in the performance of all work assigned under the contract.
- B. All staff shall follow UC Merced's Principles of Community and the University of California Standards of Ethical Conduct and shall exercise sensitive professional and moral judgments in all of their activities. Any actions by the Contractor or their employees that may be construed as sexual harassment may be considered cause to cancel any resulting contract.
- C. If at any time UC Merced determines that any person employed by the Contractor providing services under the contract requires corrective action, UC Merced shall notify the Contractor who shall take immediate corrective action. The Contractor shall be solely responsible for the hiring, supervising, training, disciplinary actions, and termination of their employees.
- D. If any person employed by the Contractor fails or refuses to carry out the direction of the UC Merced representative, or appears to be incompetent, or acts in a disorderly or improper manner, that person shall be discharged immediately from the project on the request of UC Merced, and such person shall not again work on any UC Merced project.
- E. The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances by its drivers and crew members while on duty, or while performing their duties under this contract.

- F. In the event that any of the Contractors' employees are deemed by UC Merced to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, upon formal written request of the UC Merced, the Contractor shall remove such employee from work with UC Merced and furnish a suitable and competent replacement employee immediately. Employees removed from service shall not work again on any UC Merced project.

2.10 USE OF SUBCONTRACTORS

The use of subcontractors is permissible under this Contract provided that: the subcontractor shall agree to the same terms and conditions as the Contractor, and the Contractor remains responsible for performance of the Contract terms and conditions. In the event of dissatisfactory performance of the subcontractor, the Contractor is responsible for the work performed and shall make restitution to UC Merced for all unsatisfactory work as determined by UC Merced representatives. UC Merced reserves the right to approve or disapprove subcontractors.

2.11 EMPLOYEE AND SUBCONTRACTORS BACKGROUND CHECK

UC Merced may require a Livescan background check for Contractor employees and subcontractors providing any services to the University of California. Any occurrence found during background check shall be provided to UC Merced for review prior to work commencement.

2.12 PROJECT AND PRODUCT USAGE REPORTS

The Contractor shall provide project and product usage reports to UC Merced upon request through the contract term. Project report shall include at a minimum: Project name or number, UC Merced department or division, number of labor hours by Contractor employee assigned to the project, and the number of equipment hours by type of equipment expensed on the project.

2.13 PROGRAM EVALUATION

UC Merced shall evaluate the progress of the contract in terms of effectiveness and safety on an "as needed" basis. As a result of the evaluation, changes may be found to be necessary. The Contractor shall take prompt action to make the required changes.

2.14 CONTRACT TERM

It is anticipated that any contract awarded as a result of this RFP shall be for an initial term of one (1) year with the option to renew for two (2) additional one-year period, at the sole discretion of UC Merced.

Pricing shall remain firm for a minimum of the first two (2) years of any contract awarded as a result of this RFP.

3 Additional Terms and Conditions

3.1 UC POLICY ON EQUAL OPPORTUNITY IN UNIVERSITY BUSINESS CONTRACTING

Every effort shall be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Proposer may be required to show evidence of its equal employment opportunity policy.

3.2 UNIVERSITY OF CALIFORNIA TERMS AND CONDITIONS OF PURCHASE

The terms and conditions governing any contract from this RFP shall be pursuant to those contained in this document as well as those contained in the University of California Standard Terms and Conditions of Purchase.

3.3 UNIVERSITY OF CALIFORNIA EMPLOYEES

All proposals shall indicate any/all known University of California employees and/or near relatives who hold a position in your organization or have been engaged for your organization within the last two (2) years. In addition, indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

3.4 SUPPLIER CODE OF CONDUCT

The University of California ("UC") is a public, land-grant institution created to serve the communities of the State of California, the nation, and the world through excellence in education, research, and public service.

This Supplier Code of Conduct ("Code") reflects UC's ongoing efforts to increase access and inclusion and to create a community that nurtures lifelong learning and growth for all of its members. UC expects every member of the UC community including all our Suppliers to join us in our collective pursuit of these principles, such as:

- UC recognizes and celebrates the identities, values, and beliefs of our community.
- UC affirms every person's inherent dignity and value while cultivating a climate rooted in mutual respect and compassion.
- UC upholds the right to freedom of expression and encourages a culture of dialogue, understanding, and civility in all interactions.
- This Code provides the minimum standards expected of Suppliers to UC. It is the expectation of UC that its Suppliers, at a minimum, have established clear goals toward meeting the standards set forth herein:

- Environmental impact: i) implement waste reduction strategies and promote recycling and the use of reusable materials in all operations; ii) Invest in cleaner technologies and practices to minimize air pollutants; iii) support conservation initiatives and responsible sourcing practices; iv) ensure responsible wastewater management and treatment processes; and v) adopt energy efficient technologies and practices to lower energy consumption.
- Treatment of workers: i) treat all people fairly, ethically, honestly, and with integrity free from discrimination; and ii) promote, diversity, equity, and inclusion.
- Governance and ethical business practices: conduct business activities ethically, honestly, and with integrity avoiding actual conflicts of interest and the appearance of such conflicts.
- Financial reporting: ensure that invoices, accounting, and financial records are accurate, clear, and complete.
- Advancement of sustainability in the supply chain: promote ethical and responsible sourcing, environmental stewardship, and fair labor practices across the supply chain.
- Ethical Conduct: be good civic members, follow all applicable, federal, state, and local laws and regulations, and, as applicable, assist UC's research with integrity and intellectual honesty, and show the greatest care for human or animal subjects.

3.5 UNIVERSITY'S RIGHT TO REJECT OR MODIFY

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

3.6 SUPPLEMENTAL TERMS AND CONDITIONS/ MODIFICATIONS

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

3.7 FORM OF AGREEMENT

The contents of this RFP (including the attached appendices as appropriate), RFP Addenda, and the proposal document of the successful Proposer shall become contractual obligations as part of the Contract if acquisition action ensures. Failure of successful Proposer to accept these obligations in a contractual agreement shall result in cancelation of the award. The University reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Proposer for the purpose of obtaining the best possible offer.

3.8 DISCLOSURE OF RECORDS

All proposals, supporting materials, and related documentation will become the property of the University.

This RFP, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from the date of contract expiration or termination and made part of a file or record, which shall be open to public inspection. If the response contains any trade secrets that shall not be disclosed to the public or used by The University for any purpose other than evaluation of your approach, the top of each sheet of such information shall be marked accordingly.

3.9 RELEASE OF INFORMATION

Vendor shall not issue or release for publication any articles or advertising or publicity matter relating to the services or mentioning or implying the name of the UC, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent.

3.10 MARKETING REFERENCES

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

3.11 PROPRIETARY INFORMATION

Any restrictions on the use of data contained in a proposal shall be clearly stated in the proposal itself. Proprietary information submitted in response to the RFP will be managed in accordance with applicable University of California procurement regulations the Public Records Act. Data contained in the proposal, all documentation provided therein, and innovations developed because of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the University.

3.12 HOLD HARMLESS AGREEMENT

The Contractor shall hold University, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Contractor, whether or not the act or omission arises from the sole negligence or other liability of UC Merced, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement.

3.13 ETHICS

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

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

3.14 INSURANCE REQUIREMENTS

Prior to the commencement of any work under this contract, the vendor shall provide evidence of current insurance pursuant to University of California Terms and Conditions of Purchase.

3.15 INDEPENDENT CONTRACTOR STATUS

It is understood and agreed by the University and the Contractor that the Contractor shall perform the services as an independent Contractor and in no event shall any employee hired by the Contractor be considered an employee of University.

3.16 UC FAIR WAGE/ FAIR WORK

The Proposer shall be required to agree to the UC Fair Wage/Fair Work provision in UC Terms and Conditions. In every instance, Proposer shall pay employees not less than the UC Fair Wage (defined as \$15 per hour as of 10/1/17).

The Proposer shall utilize UC Merced Fair Wage/ Fair Work rate or Merced County Prevailing Wage rates (whichever highest).

3.17 QUANTITIES

The successful Proposer shall be required to provide whatever quantities may be required during the contract term. No minimum or maximum is guaranteed or implied.

3.18 PAYMENT

The Contractor shall invoice UC Merced upon the completion of the work. All invoices shall be paid in full after completion and acceptance of the work by UC Merced, and receipt of a properly prepared invoice.

3.19 TERMINATION OF AGREEMENT

University may terminate the subsequent Agreement for cause or convenience, in whole or in part, at any time with 30 days' notice stated. As specified in the termination notice, UC will pay Supplier as full compensation for the pro rata Agreement price for performance through the date UC provided Supplier with notice of termination or through the date that Services will terminate.

University may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, 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 supply the Services within the time specified or any written extension thereof. In such an event, University may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to University for any excess costs University incurs thereby.

3.20 MUTUALLY EXTENDED PRICING AND TERMS

Proposer agrees to extend the pricing basis, terms, and conditions of the Agreement to all UC Locations, California State University Institution (CSU), and the California Community Colleges (CCC) under the terms of the Agreement. Each location may determine their specific scope of services for their individual campuses and utilize the competitive bid process for award. The Proposer may make available its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple locations.

All contractual administration issues (e.g., terms and conditions, extensions, and renewals), operational issues, specific requirements per location, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC, CSU and CCC locations will be addressed, administered, and resolved by each location. Any delay in payment or other operational issues involving one location will not adversely affect any other location.

4 Evaluation Criteria

Proposer shall respond to the questionnaire referenced in Section 5 “Proposal Response”. Responses shall be complete and detailed. Proposer shall be scored on the overall responsiveness and completeness of their response, which is a key factor in the evaluation process.

EVALUATION CRITERIA (see Section 5 Proposal Response and Category Criteria detail)

1. Proposer Profile
2. References
3. Understanding of Technical Specifications and Service Requirements
4. Personnel Background/ Experience
5. Sustainability
6. Cost

5 Proposal Response

The University believes that the Proposers' previous experience and related factors are important in assessing the Proposers' potential to successfully fulfill the requirements defined in the RFP document.

Accordingly, prospective Proposers shall provide the following information in order to be considered for an award. The Proposer shall respond to each category criteria below, providing complete detailed information in their response.

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

5.1 PROPOSER PROFILE

The Proposer shall have a minimum of three (3) continuous years-experience immediately prior to the issuance of this RFP providing the products or services described in the RFP.

Proposer shall provide the following information about their company:

- A. Description, including a brief history, years in business, business plan and services offered.
- B. Identify all organizational components and other companies or organizations with which your company is affiliated. Explain any company relationships that could be construed to be a conflict of interest in doing business with the University now or in the future.

5.2 REFERENCES

References: Proposer shall provide a comprehensive list of three (3) references from clients your company has done business with for the last 36 months. UC Merced has the right to contact these clients to discuss processes and past performance of Proposer or their employees. The list shall include:

- Organization Name, address, and phone number
- Contact name and email address
- Contract implementation date
- Full list of services provided
- Higher Education clients with similar sized systems are preferable

5.3 UNDERSTANDING OF TECHNICAL SPECIFICATIONS AND SERVICE REQUIREMENTS

Provide a narrative of your understanding of the background and general requirements of the required services, in addition, describe the process by which UC Merced can initiate service requests, the length of time for processing and how the requests will be processed and managed. Provide your hours of coverage and response time for service calls.

5.4 PERSONNEL BACKGROUND/ EXPERIENCE

Organization Capabilities - Describe background and experience of each key member of your personal team performing similar projects in terms of equivalent scope, services, government program type, size, and project characteristics, including their years of services performing these work duties.

5.5 SUSTAINABLE PROCUREMENT

UC Terms and Conditions ARTICLE 15 –

Sustainable Practices. Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to UC as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with UC Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) (“Policy”) and the UC Sustainable Procurement Guidelines (“Guidelines”): <https://procurement.ucop.edu/suppliers/what-sustainable-procurement-uc/policy>.

In accordance with the Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with this Article will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

UC Merced is committed to the sustainable use of energy, materials, and other scarce resources. Sustainable practices support ecological, human, and economic health and vitality. Sustainability presumes that resources are finite and should be used conservatively and wisely with a view to long-term priorities and consequences of the ways in which resources are used.

The Proposer shall make every effort to use environmentally preferable products, materials, production methods, and equipment including responsible disposal of materials in an environmentally friendly manner.

Provide specifics for how your company responds to environmental sustainability defined in Article 15 – Sustainable Procurement Guidelines, referenced in UC Terms and Conditions.

6 Basis for Award

6.1 PROPOSAL EVALUATION METHOD

The contract resulting from this RFP, if any, shall be awarded to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the solicitation.

The University may waive irregularities in a proposal if, in the judgment of the University, such action shall not negate fair competition and shall permit proper comparative evaluation of Proposals submitted. The University's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.

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

A. Phase I: Selection of Finalists

The goal of "Phase I" is to qualify Finalists. Finalists shall be selected on the quality and strength of their proposal response. Proposals are reviewed and "scored" by a team representing the University.

B. Phase II: Finalist Presentations and Selection

1. UC Merced may elect to have finalists conduct presentations. Proposers shall receive scripted questions for the presentation.
2. The Evaluators may ask clarification questions during and upon the conclusion of the presentation.
3. Finalists may also be requested to submit a best and final proposal offer.

6.2 CONTRACT AWARD IN BEST INTEREST

The University reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to split awards, make multiple awards or no award, to waive any informalities or irregularities therein, and to contract in the best interest of the University, as expressed in this RFP. The University also reserves the right to negotiate the proposals, terms and conditions with the Proposer offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

The University reserves the right to award a contract for all technical requirements to one Proposer, or to negotiate and award parts of the requirements to one or more Proposer, which is in any combination deemed to be in the best interests of the University. UC reserves the right to negotiate minor deviations from the prescribed terms, conditions, and requirements with the selected Proposer.

7 Pricing Schedule

RFP No. 003836-Oct2025Web Modernization Consultant

Proposers shall be required to submit costs for Web Modernization based on the following Fee Schedule. It is understood that the Contractor shall be required to perform and complete the proposed work in a thorough and professional manner.

Quantities stated in this RFP, for which unit prices are to be provided, are approximate only and are intended for the purpose of obtaining the lowest cost, responsive Proposer. Compensation to the Contractor shall be based upon the actual quantities issued for the performance of the work. Contractors are notified that quantities may be increased or decreased without prejudice to the contract.

All supervision, labor, tools, materials and supplies, and insurance necessary to perform and complete all required services, including all subcontractor work, shall be included in proposed pricing.

Fixed Cost for Upgrade and Redesign:

Scope of Work Item	Price
Platform Upgrade	
Brand Refresh	

Hourly Rate Sheet for Ad-Hoc Optimization Work:

Title of Role (ex. Project manager, web developer, etc.)	Hourly Rate

The below-named individual, submitting and signing this submittal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this RFI for University of California, Merced are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/ STATE/ ZIP CODE

PRINTED NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO. WITH AREA CODE

EMAIL ADDRESS