

# UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: March 15, 2013  
RFP NO: UCM1051DG

DUE DATE: April 10, 2013  
TIME: 4:00 PM

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

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

**Common Area Residence Hall Furniture**

**for**

**University of California, Merced**



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# 1 RFP Purpose and Background

## 1.1 ORGANIZATIONAL CONTEXT

### 1.1.1 University of California

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

### 1.1.2 University of California, Merced

UC Merced opened September 5, 2005 as the 10th campus in the University of California system and the first American research university of the 21st century. The campus significantly expands access to the UC system for students throughout the state, with a special mission to increase college-going rates among students in the San Joaquin Valley. It also serves as a major base of advanced research and as a stimulus to economic growth and diversification throughout the region. Situated near Yosemite National Park, the university is expected to grow rapidly, topping out at approximately 25,000 students within 30 years.

The Campus is being created utilizing the latest sustainable, environmentally-sensitive techniques. The goal for the university is to create an environment that is welcoming to students, reflects new technologies in building design and sets the standard for environmental stewardship and sustainability while providing a model for growth in the San Joaquin Valley.

## 1.2 RFP PURPOSE

The University of California, Merced (UC Merced) seeks qualified manufacturers and/or suppliers of dormitory lounge/common area furniture to submit proposals to furnish the UC Merced residence halls on an as-needed basis, with furniture including, but not limited to, the common area furniture specified in Section 3 and related services in accordance with this Request for Proposal ("RFP").

Qualified suppliers are invited to submit proposals, based on the information provided in this RFP, to establish a business alliance with UC Merced which will maximize the resources of the organizations to most effectively meet the requirements of the UC Merced campus.

## 1.3 INITIAL AGREEMENT PERIOD

It is anticipated that the initial Contract term will be for a period of five (5) years. The University reserves the right and the Bidder agrees to allow the University the option to renew, at the University's sole discretion, for up to two (2) additional one-year periods.

## 2 Instructions to Bidders

### 2.1 ISSUING OFFICE AND UNIVERSITY CONTACT

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

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

Denise Garcia  
Principal Buyer  
UC Merced  
Phone: (209) 228-4085  
Fax: (209) 228-2925  
E-mail: [dgarcia@ucmerced.edu](mailto:dgarcia@ucmerced.edu)

### 2.2 SCHEDULE OF EVENTS

Release of RFP.....March 15, 2013  
Deadline for Questions regarding RFP.....Noon, March 27, 2013  
**Proposal Due Date.....4:00pm, April 10, 2013**  
Anticipated Contract Commencement.....May 1, 2013

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

### 2.3 PROPOSAL RECEIPT

Proposals are to be addressed and delivered on or before the due date and time as follows:

**1 original and (3) hardcopies to:**

Denise Garcia  
Principal Buyer  
UC Merced  
1715 Canal Street  
Merced, CA 95340  
Phone: (209) 228-4085

Proposals shall be in a sealed envelope marked:

**Name of Bidder**  
**RFP Number**  
**Date and Time Proposal Due**

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

## 2.4 BIDDER QUESTIONS

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

Questions regarding this RFP must be submitted using the Bidder Inquiry Form attached to this RFP document no later than Noon, March 27, 2013. Please submit via email (preferred) or fax to:

Denise Garcia  
UC Merced Purchasing Department  
Fax : (209) 228-2925  
[dgarcia@ucmerced.edu](mailto:dgarcia@ucmerced.edu)

## 2.5 RESTRICTION ON COMMUNICATIONS

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

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

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

## 2.6 PROPOSAL FORMAT AND REQUIRED SUBMITTALS

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

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

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

1. Table of Contents - Proposals must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 8.

3. Introduction and Management Overview - This section should present an introduction and general description of the company's background, nature of business activities, and experience in providing the required products and related services. This section should also provide a statement of the Bidder's understanding of the major objectives of the solicitation and the Bidder's approach to fulfilling the University's requirements.
4. Technical Response as required by RFP Section 3.
5. Bidder Qualification Information and Completed Business Information Form – RFP Section 4.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 6.
7. Cost Proposal – RFP Section 7.
8. Supplementary Information and Additional Comments as desired

## 2.7 JOINT OR PARTNERING BIDS

A joint bid submitted by two or more Bidders proposing to participate jointly in performance of proposed work may be submitted, providing that to be considered responsive, any such joint bid must respond to all the requirements of this RFP. However, the University requires that one joint bidder be identified as the "Primary Bidder" who will assume primary responsibility for performance of all other joint Bidders. The Primary Bidder must identify themselves as such and submit the proposal under their company name and signature. If a contract is awarded in response to a joint bid, the Primary Bidder must execute the contract and the other Bidder(s) must verify in writing that the Primary Bidder is authorized to represent them in all matters relating to the contract. The University assumes no responsibility obligation for the division of orders or purchases among joint contractors.

## 2.8 RFP EXCEPTIONS

- **Technical Exceptions:** The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any enhancements that could be made by the Bidder to satisfy those requirements.
- **General Exceptions:** The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
- Bidders are cautioned that if the University is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

## 2.9 PROPOSAL MODIFICATIONS OR WITHDRAWAL

No modification of submitted proposals will be permitted in any form. Any proposal may be withdrawn prior to the time set for the receipt of proposals. No proposal shall be withdrawn for a period of (90) ninety calendar days thereafter.

## 2.10 BIDDER REPRESENTATION

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

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

## **2.11 SIMPLICITY OF PREPARATION**

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

## **2.12 COMPLETE BIDS**

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

## **2.13 SPECIFICATIONS**

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

## **2.14 AMENDMENTS TO RFP BEFORE DUE DATE**

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

## **2.15 UNIVERSITY OF CALIFORNIA BUSINESS INFORMATION FORM**

All Bidders must complete the attached University of California Business Information Form and return it as part of the bid.

## **2.16 FIRM PROPOSALS**

All Proposals shall be firm and fixed for 180 days following the deadline for RFP submissions, or until a contract is signed which establishes future pricing/discounts, whichever comes first. The Bidder warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar institutional accounts. If Bidder offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Bidder shall offer the appropriate cost reductions to the University.



## 3 Specifications

### 3.1 SCOPE

The University of California, Merced seeks proposals from vendors to provide common area furniture for the UC Merced Residence Halls.

Examples of furniture items to be purchased by UC Merced:

- Loveseats
- One Arm Chairs
- Armless Chairs
- Chairs with Two Arms
- Ottomans
- Multi-position Chairs
- Occasional Tables

Fabrics are to be Grade G for all except the multi-position chairs which are to be Grade B. Wood finishes are to be maple.

Attached to this RFP is Exhibit "A" which provides more detailed information about current requirements.

### 3.2 BIDDER SUBMISSIONS

Bid responses must specifically address:

- Design (submit drawings, photos etc.)
- Durability
- Replacement Part Availability
- Code Compliance
- Service
- Delivery and Installation
- Guaranteed product lead times and standard product lead time information for all products proposed.
- Environmental Sustainability
- Pricing for items on Exhibit "A" which is attached to this RFP

### 3.3 SAMPLES

#### 3.3.1 Furniture Samples

Proposals should include a sample of furniture to be used by the UC Merced Evaluation Team to determine fit and function. This sample will be returned to the bidder after evaluations have been completed.

Samples may be shipped to:

UC Merced  
Eddie Dabbs Vilciauskas  
5200 N. Lake Road  
Merced, CA 95343

### 3.3.2 Hardware and Finish Materials

- Provide samples of all hardware and fasteners being proposed.
- Provide samples of wood finish, fabric, plastic laminate or any other relevant finish material being proposed.
- Samples shall be a minimum of 6" x6" in size, unless the final product is small so that the full size sample is appropriate and should be clearly labeled for their proposed use.

## 3.4 PROPOSAL SUBMITTAL/NARRATIVE RESPONSE

### 3.4.1 Capabilities and Service Offerings

We are seeking to select a vendor (or vendors) who provide the broadest possible range of quality services and products at reasonable prices. Provide an overview of your service offerings and capabilities.

Please provide information about the following:

- Organization and staffing
- Standard value added services
- Processes for handling the following:
  - early delivery
  - return of products
  - customer requested delays
  - order cancellation
  - order acceptance
  - order approval processes
  - furniture exchange
  - furniture leasing
  - furniture trade-in
  - furniture loans (temporary)
  - furniture recycling and/or disposal (include, as appropriate, references to environmentally-friendly policies)
- E-Commerce Solutions
  - Current Capabilities
  - EDI / EFT
- Reports
  - On-line and hard copy standard reports
  - Ad hoc reports
- Software packages and technologies your company has available to simplify order processing and reduce costs.
- Standard lead times
- Geographic location(s) of distribution center(s)

### 3.4.2 Catalogs, Price Lists and Fabric / Material Samples

Upon request, the supplier will furnish:

- Complete catalogs (hard copy and/or electronic) showing graphics, specifications, measurements, pictures and applicable UC prices
- Sample finishes, fabric and/or material samples

### 3.4.3 Project Management

Submit the prospective Project Manager's name and qualifications. Include the names, job titles, and qualifications for any others that may be assigned responsibilities for the UC Merced account. Describe the roles and organization of a dedicated account support team.

The Project Manager will provide the following services:

- Provide product information when requested
- Verify that proposed finishes, fabrics and hardware are suitable for intended applications and meet all code compliances, if required
- Compile preliminary schedule information about receiving, delivery and installation information
- Verify lead times and shipping dates and compare with required installation dates. Notify University representative of any discrepancies.
- Provide a weekly written update, as required, covering any changes to estimated shipping and receiving dates to the University's Representative
- Submit weekly job status reports to the University's Representative
- Prior to delivery or move-in, confirm scheduled shipping and delivery dates and continue checking on a weekly basis until installation
- Verify critical dimensions of the jobsite to assure ability to deliver and install furnishings
- Review floor plans and walk through space with the University's Representative and General Contractor to discuss staging, delivery and installation
- Review access to and security of jobsite
- Warehouse furniture for up to 30 days at no charge (after which UC Merced shall be responsible for reasonable warehousing charges on a per day basis) to accommodate delay in delivery due to construction delays, or schedule modifications by University representative.
- Examine merchandise upon receipt and notify University's representative of any damage
- Replace damaged items where repairs are not acceptable to the University Representative within 30 days or less.
- Notify the University Representative immediately when replacement will delay installation schedule
- File necessary freight claims

### 3.4.4 Customer Service

The following items are the customer services that UC Merced would find preferable. Please provide information as it pertains to your company's customer services that may best fit the items listed.

- Customer Service/Technical Support Line, 8am – 5pm (Pacific Time), Monday – Friday
- One or two point-of-contact customer service representatives to handle the UC Merced account
- Written or electronic order confirmation with delivery date(s) within 48 hours
- Order status tracking via the UC Merced purchase order number
- Prompt processing of shipping claims
- Resolution of damages within 48 hours of report of damage
- Warranty repair within 72 hours of notification
- Resolution of invoicing issues within 48 hours

### 3.4.5 Shipping and Delivery

All shipments are to be FOB Destination with all shipping costs and risk of loss borne by the supplier.

Due to the nature of the requirements for the furniture that will be ordered, it is quite necessary that the furniture be delivered on time and as agreed when an order is placed. Any delays in delivery caused by the supplier may have a severe impact on the University. As a result, the supplier may incur liquidated damages in amounts equal to the cost of housing students in local hotels until furniture is delivered and installed. The amounts will be based upon the University's daily allowances for hotel costs, meals, and incidentals.

Any liquidated damages that result from the failure on the part of the supplier to provide the contracted furnishings by the designated completion date will be deducted from supplier's final payment.

#### 3.4.6 Project Schedule

The University Representative will notify the supplier of the actual commencement date of the installation.

#### 3.4.7 Storage

In the event the University changes the installation commencement date to exceed the schedule for reasons beyond the University's and supplier's control, the supplier shall provide storage for up to 30 days at no additional charge. Should storage exceed 30 days, UC Merced shall be responsible for reasonable warehousing charges on a per day basis.

Bidders should provide pricing for storage that exceeds 30 days. Pricing should be for daily, weekly and monthly rates. Storage fees will not be funded at the time of award of any purchase order. In the event that warehousing is required, the quoted amount will be funded as an increase of scope to the respective purchase order.

Storage must be in an insured warehouse type facility protected from fire, damage, theft and weather. A certificate of insurance must be on file with the University prior to any furniture being stored there.

#### 3.4.8 Installation

##### 3.4.8.1 Furniture Placement:

- Furniture shall be uncrated and placed in rooms according to plans provided by the University Representative
- Install items in accordance with the manufacturer's instructions by workers skilled and familiar with furnishings installation.
- Furniture shall be set level, plumb, square and true.
- Furniture to be wiped down and left in a condition ready for use.

##### 3.4.8.2 Job Site Requirements:

- During installation, the supplier's Project Manager and a qualified supervisor shall be present to supervise, expedite and monitor the installation services at the site.
- The supplier shall coordinate with the University Representative for access onto the site and use of elevators. Work shall be accomplished with a constant effort to eliminate unnecessary noise, obstructions and other annoyances. Supplier shall be responsible for maintaining all areas of the job site premises in which work is being performed in a neat and orderly condition. Remove from premises crates, cartons, wrappings and waste at the completion of each working day. Supplier shall be liable for the replacement or repair of any damage to university property caused by the installation of the furnishings. The University's judgment shall be final in allocating responsibility for damage.
- The University's regulations, wherein work is to be performed, regarding parking, receiving, handling, and storage of materials and equipment, safety, smoking, fire and other regulations shall govern supplier. Supplier shall keep the premises, streets, and sidewalks clean of debris caused by its work. Supplier shall maintain proper access to areas within the building at all times.
- It shall be the supplier's responsibility to see that the labor used during the delivery to the site and during the installation, will cause no labor or jurisdictional dispute to occur. No situation within the supplier's control is allowed to interfere with work being done by other trades. The supplier shall cooperate with all other trades not directly under its jurisdiction.
- All articles covered by the Contract shall be delivered to the job site, unpacked, uncrated, assembled and installed.

- It shall be the responsibility of the supplier to replace, repair or refinish and leave in perfect condition any damaged item his carrier delivers to the job site. Supplier shall be responsible for the replacement of any item that is damaged prior to the installation, and for the repair or replacement of same at supplier's expense. Replacement or repair is to be completed at the convenience of the University. All items shall be in proper working order and ready for use before final acceptance.
- It shall be the supplier's responsibility to coordinate, arrange and monitor required freight services and to file for freight claims.
- If factory shipments cannot be timed to coincide with the installation schedule, the supplier shall provide warehousing of all specified items until the time of the scheduled installation. All new furnishings delivered to the job site are the responsibility of the supplier until accepted by each campus University representative.

#### 3.4.8.3 Acceptance and adjustments:

- After installation and prior to walk-thru, make repairs to furnishings damaged as a result of installation work.
- Walk-through the finished installation with the University Representative and develop a punch list. After all corrections have been completed, conduct one follow-up inspection, which will form the basis of the University's acceptance and certification for payment.
- In the event that any piece of furniture is not acceptable to the University Representative and cannot be corrected in the field, a replacement piece is to be provided within 30 days. If acceptable replacements/corrections do not occur within 30 days supplier may be subject to the liquidated damages provision defined in Paragraph 3.3.5.

#### 3.4.9 Warranty

Provide information about your product and service warranties.

#### 3.4.10 Environmental Sustainability

UC Merced is committed to the sustainable use of energy 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.

Provide complete and detailed environmental sustainability information and certifications for all proposed furniture.

Provide specifics on how your company responds to environmental sustainability criteria, e.g. LEED Certification, materials, daily operations, low energy consumption, recycling programs, etc.

#### 3.4.11 Other

- Does your Company charge any additional fees, such as environmental, fuel, design, etc.?
  - If so, please identify these fees and explain how they are calculated.
- List the services your Company will out-source.
- List the Companies your Company will out-source to.
- List all manufacturers your company is authorized to perform warranty work for.
- What characteristics set your company apart? Describe unique examples of product, service or added value.
- What new technology and development does your company plan to utilize in the near future that would be advantageous to the University?

## 4 Bidder Qualification

### 4.1 MINIMUM QUALIFICATIONS OF BIDDERS

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

#### Presence, Viability, and Consistency

As we are seeking to select a vendor whose services we will use over a long period of time, during which both technology and product lines will evolve, it is important that the vendor show a demonstrated presence in the market over a significant period of time, that they have consistently evolved their products and services as compared to their competitors, and that they have long term viability, judged by financial standing, market share, and similar criteria.

Prospective bidders are to provide the following information and meet the University's minimum qualification standards in order to be considered for award. Please respond to each point below in your proposal noting the section and item number.

- 4.1.1 Bidders are to provide the following information about their company.
- Description, including a short history, business plan and services offered
  - Years In Business
  - Business Information Form (attached) must be completed.
  - Number of Employees
  - Shop Size (square footage, number of work bays, etc.)
- 4.1.3 Bidder must be able to demonstrate a record of past financial stability and positive indicators for future performance. Bidders are to submit an audited annual report or audit annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years. NOTE: This financial information may be provided as part of the original response only and will not be shared with others.
- 4.1.4 Capability
- All Bidders must be able to demonstrate the capability to provide the required services by possessing all necessary business and technological resources, including personnel, facilities, maintenance, support, systems, organization structure, operation controls, and quality control. Specifically, bidder should:
- Have demonstrated record of providing residence hall furniture and services over the past five (5) years for customers of similar size (or larger) and requirements as UC Merced;
  - Ensure that UC Merced is classified as a highest priority account;
- 4.1.5 Demonstration of Experience and Expertise
- Using a minimum of two projects, all Bidders must describe in detail their experience during the last two years in providing residence hall furniture similar in size and complexity to that required by UC Merced as stated in this RFP. In order to satisfy this requirement, the project descriptions must include the date, location, and customer

name. These citations must demonstrate that the Bidder has successfully provided substantially similar products and services to those anticipated by this RFP. Bidder may suggest contacting some of their other customers or other means to further characterize their applicable experience and expertise

- Provide a list of at least five (5) references of companies or organizations for which you have provided residence hall furniture.

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

## **4.2 POST-QUALIFICATION**

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

## **4.3 VENDOR SITE VISIT/BIDDER PRESENTATIONS**

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

## 5 Method of Award

### 5.1 PROPOSAL EVALUATION METHOD

Proposals will be evaluated based on vendor qualification information provided in response to Section 4 of this RFP. Bidders that meet the University's minimum qualification level will be further evaluated based on the criteria listed below.

Award shall be made to the responsive, responsible vendor 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 will evaluate proposals based on the criteria set forth below and intends to award a contract based on the lowest cost-per-quality point as determined by the University. Proposals receiving less than 70% of the total quality points available will be considered non-responsive and eliminated from further consideration.

### 5.2 EVALUATION CRITERIA

- Aesthetics & Comfort
- Durability and Warranty
- Account Management
- Capabilities
- Resources and Service Commitments
- Fit and Function of Proposed Products
- Environmental Sustainability

### 5.3 BIDDER REFERENCE CHECKS

The evaluation committee reserves the right to contact, interview and evaluate the Bidder's references; contact any Bidder to clarify any response; contact and interview any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

### 5.4 FINALIST SELECTION

Further discussions may, at the University's sole option, be conducted with responsible Bidders who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the University shall not disclose information derived from proposals submitted by competing Bidders.

The University **may** elect to conduct the supplier selection process using a quality points system in two phases:

Phase I: - Selection of finalists

Phase II: - Selection of winning supplier (s) for the contract award



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

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

## **5.5 CONTRACT AWARD IN BEST INTEREST**

The University reserves the right to accept or reject proposals on each item separately or as a whole, to 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 as the best interest of the University may require in order to put an agreement in place which best meets the needs of the University, as expressed in this RFP. The University reserves the right to negotiate the modification of proposed terms and conditions with the bidder offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

## 6 Terms and Conditions

### 6.1 APPENDIX "A"

The terms and conditions governing any contract resulting 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 Appendix "A".

Vendor is to either accept University's standard terms and conditions Appendix "A", attached, or use existing terms approved by the University. If vendor desires the latter, the bid document should so indicate.

### 6.2 SUBCONTRACTORS

Contractor shall not be authorized to enter into sub-contracts without the expressed written approval of the UC Merced contract manager.

A. All service subcontractors shall:

- Be in the name of the Contractor
- Be assignable at University's option, to the University or the University's nominee
- Include a provision for cancellation thereof by University or Contractor upon not more than 30 days written notice and
- Require that all subcontractors provide proof of insurance and that said insurance shall include the same minimum types and amounts required herein from the Contractor except that subcontractor's insurance shall name both the Contractor and the Regents of the University of California as additional insured.

B. Contractor shall not enter into any contracts on behalf of the University which relate to or involve any of the following types of service:

- Any environmental consulting, abatement, testing or evaluation work
- Any removal, treatment or disposal of environmentally hazardous materials
- Any engineering services

### 6.3 UNIVERSITY OF CALIFORNIA EMPLOYEES

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

### 6.4 CONFLICT OF INTEREST

- Vendor shall not hire any officer or employee of the University to perform any service covered by this agreement.
- Vendor affirms that to the best of his or her knowledge there exists no actual or potential conflict between Vendor's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question

regarding possible conflict of interest which may arise as a result of such change will be raised with the University.

- Vendor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Vendor.

## **6.5 ETHICS**

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

Throughout the term of any agreement resulting from the RFP, Supplier 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 supplier 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 (3<sup>rd</sup>) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The supplier will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

## **6.6 UNIVERSITY'S RIGHT TO REJECT OR MODIFY**

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

## **6.7 SUPPLEMENTAL TERMS AND CONDITIONS/MODIFICATIONS**

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

## **6.8 DISCLOSURE OF RECORDS**

All bids, 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 years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by The University for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend:

**“CONFIDENTIAL INFORMATION”**

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of The University for information that has been designated as confidential by the bidder and on the basis of that designation, the University denies the request for

information, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

## **6.9 FORM OF AGREEMENT**

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

## **6.10 PERFORMANCE STANDARD**

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

## **6.11 MARKETING REFERENCES**

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

## **6.12 PROPRIETARY INFORMATION**

Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the Request For Proposal will be handled 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 as a result of these contractual services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the University.

## **6.13 INSURANCE REQUIREMENTS**

Prior to the commencement of any work under this contract, the vendor shall provide evidence of current insurance pursuant to attached University of California Appendix A, Article 17.

## **6.14 AUDIT REQUIREMENT**

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

## **6.15 PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS**

Prompt payments discounts will also be considered part of the award evaluation and supplier selection criteria. The University will take all reasonable action to ensure that all invoices, discounted or not, are paid promptly to Supplier without delay. However, in the event payment is delayed beyond the thirty (30) day period, the University will not authorize and will not accept late charges that are added to University accounts.

## **6.16 PRICE REASONABLENESS**

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

## **6.17 TERMS INCLUDED AND ORDER OF PRECEDENCE**

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

## **6.18 UNIVERSITY'S RIGHT TO NEGOTIATE**

UC reserves the right to award all, part or none of the item(s) covered by this RFP and to contract as the best interests of the University may require. UC reserves the right to negotiate each and every aspect of any offer received in response to this RFP, and to reject or negotiate additional terms and conditions offered by the apparent successful Bidder prior to the execution of a contract. In addition, UC may require additional cost and pricing data or documentation prior to award of any contract in whole or in part which may result from this RFP. UC reserves the right to award a contract for all technical requirements to one Bidder, or to negotiate and award parts of the requirements to one or more Bidders, 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 Bidder.

## **6.19 PRODUCT CERTIFICATION**

Bidder certifies and warrants that all products sold to UCM under any purchase agreement resulting from the RFP:

- Shall be new and genuine
- Shall be manufactured and sold or distributed to the Bidder for retail sale in the United States
- Shall be sold to the Bidder from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer

- Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

## **6.20 WARRANTIES**

The Bidder agrees that the any products furnished as a result of this RFP shall be covered by the most favorable commercial warranties the supplier or manufacturer gives to any customer for the same or substantially similar products, and that the rights and remedies so provided are in addition to and do not limit any rights afforded to UC Merced by any other article in this agreement and any subsequent agreement. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the products by UC Merced and in all cases commence upon acceptance of the products by UC Merced.

## **6.21 TERMINATION OF AGREEMENT**

University may terminate the subsequent Agreement for cause or convenience, in whole or in part, at any time in accordance with the terms of Art. 4 of the attached Appendix A. In the event of such termination, the University will provide a minimum of ninety (90) days prior written notice of the effective termination date and the extent thereupon.

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

## 7 Cost Proposal

### 7.1 PRICE QUOTATION FORMAT AND CONTENT

Provide the following in your proposal:

- An itemized priced proposal. Your proposal should, at the very least, contain pricing and information for the items listed in Exhibit "A".
- The list price and discount or other basis on which the prices were calculated for all products and services proposed.
- Show any early/prompt payment discounts offered.
- Labor Rates

## 8 Bidder Certification/Signature Page

**AUTHORIZED SIGNATURE:** The proposal must be signed with the full name and address of the Bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

### Certificate of Current Cost or Pricing Data

This is to certify that to the best of my knowledge and belief the cost or pricing data submitted to the University of California in response to this Request for Proposal is accurate, complete and current as of the date of execution of this certificate. If any cost or price furnished is incomplete, inaccurate or not current as certified, resulting in an increase of any price, including profit or fee, then such price or cost shall be reduced accordingly and the University made whole retroactive to the commencement date of the contract that may result from this solicitation.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal, for Proposal number UCM1051DG University of California, Merced are understood and accepted.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY/STATE/ZIP CODE**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**TELEPHONE NO. WITH AREA CODE**

As a supplier of goods and services to the University of California I/we certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principals set forth in Executive Order 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women, to take affirmative steps to hire and promote women , to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment, to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the University our policies and practices relating to our affirmative action program.



## 9 Attachments

- Exhibit "A"
- Bidder Inquiry Form
- University of California Appendix "A" (Terms and Conditions for Purchase)