

# UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: September 30, 2013  
RFP NO: UCM1064DG

DUE DATE: November 29, 2013  
TIME: 4:00 p.m. (PT)

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

***MANDATORY PRE-PROPOSAL CONFERENCE CALL and CAMPUS SITE VISIT***  
***Please see Section 2 for more information about these events.***

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

**Threat Assessment Consulting Services  
For Fire Services**

**for**

**University of California, Merced**



## TABLE OF CONTENTS

<b>1</b>	<b>ORGANIZATION AND RFP PURPOSE.....</b>	<b>4</b>
1.1	ORGANIZATIONAL CONTEXT.....	4
1.1.1	University of California.....	4
1.1.2	University of California, Merced .....	4
1.2	RFP PURPOSE .....	4
<b>2</b>	<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>5</b>
2.1	MANDATORY PRE-PROPOSAL CONFERENCE CALL.....	5
2.2	MANDATORY CAMPUS SITE VISIT .....	5
2.3	ISSUING OFFICE AND UNIVERSITY CONTACT .....	5
2.4	SCHEDULE OF EVENTS .....	6
2.5	PROPOSAL RECEIPT .....	6
2.6	BIDDER QUESTIONS .....	6
2.7	RESTRICTION ON COMMUNICATIONS .....	7
2.8	PROPOSAL FORMAT AND REQUIRED SUBMITTALS .....	7
2.9	JOINT OR PARTNERING BIDS .....	8
2.10	RFP EXCEPTIONS .....	8
2.11	PROPOSAL MODIFICATIONS OR WITHDRAWAL .....	8
2.12	BIDDER REPRESENTATION .....	8
2.13	SIMPLICITY OF PREPARATION .....	8
2.14	COMPLETE BIDS .....	9
2.15	SPECIFICATIONS .....	9
2.16	AMENDMENTS TO RFP BEFORE DUE DATE.....	9
2.17	UNIVERSITY OF CALIFORNIA BUSINESS INFORMATION FORM.....	9
2.18	FIRM PROPOSALS .....	9
<b>3</b>	<b>SPECIFICATIONS.....</b>	<b>10</b>
3.1	SCOPE OF SERVICES .....	10
3.2	SERVICE COORDINATION .....	10
3.3	REPORTS .....	10
3.4	PRESENTATION OF FINDINGS AND RECOMMENDATIONS .....	11
3.5	IMPLEMENTATION OF RECOMMENDATIONS.....	11
<b>4</b>	<b>NARRATIVE AND TECHNICAL RESPONSE.....</b>	<b>12</b>
4.1	COMPANY PROFILE .....	12
4.2	BACKGROUND AND EXPERIENCE .....	12
4.3	CONSULTANT .....	13
4.4	PROJECT MANAGEMENT .....	13
4.5	PROJECT TIMELINE.....	13
4.6	ENVIRONMENTAL SUSTAINABILITY .....	13
4.7	OTHER .....	13
<b>5</b>	<b>BIDDER QUALIFICATION .....</b>	<b>14</b>
5.1	MINIMUM QUALIFICATIONS OF BIDDERS .....	14
5.2	POST-QUALIFICATION.....	15
<b>6</b>	<b>PROPOSAL EVALUATION AND CONTRACT AWARD .....</b>	<b>16</b>
6.1	CONTRACT AWARD IN BEST INTEREST .....	16
6.2	BIDDER REFERENCE CHECKS .....	16
<b>7</b>	<b>TERMS AND CONDITIONS .....</b>	<b>17</b>
7.1	INDEPENDENT CONSULTANT.....	17
7.2	CONTRACT AMOUNT.....	17
7.3	UNIVERSITY OF CALIFORNIA EMPLOYEES.....	17

7.4	CONFLICT OF INTEREST.....	17
7.5	ETHICS .....	17
7.6	UNIVERSITY’S RIGHT TO REJECT OR MODIFY .....	18
7.7	SUPPLEMENTAL TERMS AND CONDITIONS/MODIFICATIONS .....	18
7.8	DISCLOSURE OF RECORDS.....	18
7.9	FORM OF AGREEMENT .....	18
7.10	PERFORMANCE STANDARD .....	18
7.11	MARKETING REFERENCES.....	19
7.12	INSURANCE REQUIREMENTS .....	19
7.13	AUDIT REQUIREMENT .....	19
7.14	PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS .....	19
7.15	PRICE REASONABLENESS .....	19
7.16	TERMS INCLUDED AND ORDER OF PRECEDENCE.....	19
7.17	WARRANTIES .....	19
7.18	TERMINATION OF AGREEMENT .....	20
<b>8</b>	<b>COST PROPOSAL .....</b>	<b>21</b>
8.1	PROPOSAL FORMAT AND CONTENT.....	21
8.2	PRICE PROTECTION .....	21
8.3	EXPENSES .....	21
<b>9</b>	<b>BIDDER CERTIFICATION/SIGNATURE PAGE.....</b>	<b>22</b>
<b>10</b>	<b>ATTACHMENTS.....</b>	<b>23</b>
10.1	SAMPLE INDEPENDENT CONSULTANT AGREEMENT .....	23
10.2	BIDDER INQUIRY FORM.....	23
10.3	BUSINESS INFORMATION FORM.....	23

# 1 Organization and RFP Purpose

## 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

The University of California, Merced ("UC Merced" or "University") is the nation's first doctoral research university of the 21<sup>st</sup> century and the newest campus of the University of California system. Opened in 2005, the campus currently has an enrollment of 6,000 students. 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.

In 2009, the Regents adopted the updated Long Range Development Plan for the Merced Campus (2009 LRDP): <http://ppdc.ucmerced.edu/our-design-vision/long-range-development-plan>. The 2009 LRDP set forth a land use plan and principles for the development of the campus to accommodate 25,000 students by the year 2030 and detailed the second of four phases to accommodate 10,000 students by 2020 (the 2020 Project).

The 2020 Project represents the ensuing phase of development of the Merced campus and constitutes what was envisioned as the next portion (Phase 2) of the long-term development proposed under the 2009 LRDP. The 2020 Project includes the facilities needed to support an enrollment level of 10,000 students, including academic, administrative, research, and recreational buildings, student residences and student services buildings, utilities and infrastructure, outdoor recreation areas, and associated roadways, parking, and landscaping. For further information please see UC Regents March 2013 Item, UC Merced 2020 Project: <http://regents.universityofcalifornia.edu/regmeet/mar13/gb1.pdf>.

## 1.2 RFP PURPOSE

The University of California, Merced (UC Merced) seeks a qualified consultant with the technical skills and knowledge to provide assessments, advice, recommendations, and guidance in identifying vulnerabilities in available fire services and in the establishment of a strategic plan for current and future fire services for the UC Merced campus.

Qualified consultants 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 both organizations to most effectively meet the fire services requirements of the UC Merced campus.

## 2 Instructions to Bidders

### 2.1 MANDATORY PRE-PROPOSAL CONFERENCE CALL

A pre-proposal conference call will be held on Tuesday, October 15, 2013, 10:30 am (PT).

**ATTENDANCE IS MANDATORY. All Proposing Firms must attend this conference call to be qualified to participate in the site visit described in Paragraph 2.2. Proposals received from any Proposing Firms that did not attend this conference call and the site visit will be considered non-responsive and proposals rejected upon receipt.**

Please notify Denise Garcia at [dgarcia@ucmerced.edu](mailto:dgarcia@ucmerced.edu), no later than noon on Friday, October 11, 2013 of your plan to participate in the call. Please indicate RFP# UCM1064DG in the subject line. This e-mail will serve as the Notice to Attend the Pre-Proposal Conference Call. We will respond with call-in instructions.

The purpose of this conference call will be to clarify the contents of this RFP in order to help ensure a thorough understanding of the University's requirements. Any questions as to the requirements of this Request for Proposal may be presented to the University representatives during this call. This conference call will also provide a forum by which interested parties will have equal access to relevant RFP information prior to proposal submission.

### 2.2 MANDATORY SITE VISIT

Those who participate in the pre-proposal conference call will be invited to participate in a site visit which will occur on Friday, November 1, 2013 at 9:00am (PT). This site visit will be a tour of various sites in the Merced area which pertain to the services currently being provided.

**Attendance is mandatory for any consultant or firm who intends to submit a proposal.**

More details about the site visit will be provided during the mandatory pre-proposal conference call.

### 2.3 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  
1715 Canal Street  
Merced, CA 95340

Phone: (209) 228-4085  
Fax: (209) 228-2925  
Email: [dgarcia@ucmerced.edu](mailto:dgarcia@ucmerced.edu)

2.4 SCHEDULE OF EVENTS

Release of RFP.....	September 30, 2013
Mandatory Pre-Proposal Conference Call .....	10:30am, October 15, 2013
Site Visit .....	9:00am, November 1, 2013
Deadline for Questions.....	12:00 Noon, November 8, 2013
Proposal Due Date.....	4:00pm, November 29, 2013
Anticipated Contract Commencement.....	January 1, 2014

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

2.5 PROPOSAL RECEIPT

Proposals are to be addressed and delivered as follows:

**1 original hardcopy and 5 CDs or USB Drives** (CDs or USB Drives should not include pricing information) to:

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

Proposals shall be in a sealed envelope marked:

**Name of Bidder**  
**RFP Number UCM1064DG**  
**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.

2.6 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 provided as an attachment to this RFP document no later than November 8, 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)

## 2.7 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 the mandatory conference call and site visit.

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

## 2.8 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 9.
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 4.
5. Bidder Qualification Information – RFP Section 5.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 7.
7. Bid Sheet/Cost Proposal – RFP Section 8.
8. Supplementary Information and Additional Comments as desired

## 2.9 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.

## 2.10 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 product 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.
- The University will not consider the submission of the Bidder's standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
- 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.

## 2.11 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.

## 2.12 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.

## 2.13 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.



## 2.14 COMPLETE BIDS

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

## 2.15 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.

## 2.16 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.

## 2.17 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.

## 2.18 FIRM PROPOSALS

All Proposals shall be firm and fixed for 90 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 OF SERVICES

The intent of these specifications is to describe requirements for the furnishing and delivering of threat assessment consulting services for fire services on the UC Merced campus.

3.1.1 Consultant shall survey and assess the following for UC Merced fire services:

- A. Current services
- B. Vulnerabilities
- C. Fire monitoring
- D. Fire and hazmat response needs
- E. Emergency Medical Services
- F. Offsite and onsite needs
- G. Response routes
- H. Onsite communications
- I. The campus Long Range Development Plan (LRDP)
- J. Fire Station
- K. Equipment

3.1.2 Consultant shall provide fire services recommendations that include the following:

- A. Strategic plan for fire services for current and future needs
- B. Public Safety Building
  - 1. What is needed?
  - 2. Where should it be located?
- C. Efficient response routes
- D. Emergency Medical Services
- E. Fire monitoring systems and procedures
- F. Equipment
- G. Any other item or service that will optimize fire services for the UC Merced campus.

#### 3.2 SERVICE COORDINATION

The Consultant shall coordinate with the UC Merced Department of Public Safety in performing the services specified herein.

The Project Manager for UC Merced will be the UC Merced Police Chief. The Police Chief may designate others to coordinate with the Consultant on different aspects of the work to be done.

#### 3.3 REPORTS

Consultant shall provide progress reports as may be required by the UC Merced Project Manager.

Upon completion of services, a final written report, including findings and recommendations, is to be submitted to the UC Merced Project Manager.

### 3.4 PRESENTATION OF FINDINGS AND RECOMMENDATIONS

Consultant may be invited to participate in a presentation of the report findings and recommendations to the stakeholders and others. Consultant should be prepared to answer questions and substantiate findings as well as recommendations.

### 3.5 IMPLEMENTATION OF RECOMMENDATIONS

The Consultant who is awarded this contract will not be implementing the recommendations that are made.

The implementation of recommendations will be issued on a separate contract through a separate bidding process. The Consultant cannot participate in that bidding process or be awarded a contract for the implementation of recommendations.

Furthermore, the University shall have sole authority in selecting which recommendations will be implemented and to whom the contract for implementation will be awarded.

## 4 Narrative and Technical Response

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

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

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

### 4.1 COMPANY PROFILE

- 4.1.1 Provide the contact information for the person responsible for your proposal.
- 4.1.2 Provide an introduction, executive summary and brief history of your firm and the practice pertaining to the delivery of services included in this RFP.
- 4.1.3 Overview of the work you do/have done in higher education.
- 4.1.4 Complete and submit the attached University's Business Information Form.
- 4.1.5 Provide a copy of your audited financial statements for the last two years. (Note that this is only required with the "original" hard copy of your proposal.)

### 4.2 BACKGROUND AND EXPERIENCE

Provide information regarding your firm's background, market expertise and experience as it relates to our initiative, and how it will benefit the University to contract with your firm. Please address each of the following items below in your response. Be specific, do not include general information and offer focused paragraphs by topic (i.e., projects; technical aspects; best practices, etc.)

- 4.2.1 Demonstrated experience in analysis related to methods and approaches to delivery of effective fire services, preferably on campuses of higher education;
- 4.2.2 Names of colleges and universities you have worked with including any current or previous University of California engagements. (including Institution name, contact person, phone and email address). Provide overview of projects accomplished that are similar in size and scope;
- 4.2.3 Data sets, benchmarks and best-practice data you have access to that can benefit UC Merced in this initiative;
- 4.2.4 Demonstrated experience working with multiple stakeholders in a master integrated planned project, including the owner's project team and others;
- 4.2.5 Demonstrated experience, knowledge, and practice of "Best Practices" determined by actual knowledge and experience on similar projects;

- 4.2.6 Demonstrated experience in the public sector, specifically working with developing public universities and other entities;
- 4.2.7 Demonstrated experience in successfully identifying and resolving potential issues related to fire services.

#### 4.3 CONSULTANT

List the person(s) that would be assigned by the Consultant to this project. Include information about their experience and expertise, number of years of experience, certifications, licenses, accreditations, etc.

Please state where the Consultant is located or based and the range of services they can provide.

#### 4.4 PROJECT MANAGEMENT

Provide information about the tools, methodologies, and processes that will be implemented to carry out the requirements specified by this RFP.

#### 4.5 PROJECT TIMELINE

Provide an estimated timeline for the completion of this project. Include perceived milestones and/or phases for completing the work.

#### 4.6 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 specifics for how assessments and recommendations provided by the Consultant respond to environmental sustainability criteria, e.g., via manufacturing processes, environmentally friendly materials, processes, recycling programs, etc.

#### 4.7 OTHER

- Provide your company's mission statement.
- Describe any standard value-added services your company may provide.
- What characteristics set your company and services apart? Describe anything that you think is unique about your company and services.
- Does your company plan to use any new or cutting-edge technologies to meet the requirements of this RFP? If so, please describe.

## 5 Bidder Qualification

### 5.1 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

It is important that the Consultant show a demonstrated presence in the market over a reasonable period of time, that they have evolved their services and prices as compared to their competitors, and that they have long term viability, judged by financial standing 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.

- 5.1.1 Bidders are to provide the following information about their company.
  - Description, including a short history, business plan and services offered
  - Years In Business
- 5.1.2 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. (This information may be included with the original proposal only and marked confidential.)
- 5.1.3 Capability: The successful Consultant and the personnel they assign to this project shall have a thorough working knowledge of fire services and public safety. It is expected that they will have had experience working in fire services and a broad knowledge of what is required to implement a successful fire services program. Furthermore, the Consultant shall have extensive experience in assessing and implementing fire services programs, preferably with institutions of higher education.
- 5.1.4 Demonstration of Experience and Expertise: Using a minimum of three projects, all bidders must describe, in detail, their experience during the last five (5) years in providing services similar in size and complexity to that required by UC Merced as stated in this RFP. Two of the reference projects should be for current clients and one should be from a past client.

In order to satisfy this requirement, the project descriptions must include the date, location, service type, customer name, and customer contact information. These citations must demonstrate that the Consultant has successfully provided substantially similar services to those anticipated by this RFP. Bidder may suggest site visits or other means to further characterize their applicable experience and expertise.

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.

## 5.2 POST-QUALIFICATION

All Proposals submitted from bidders, who have not been pre-qualified, as a Vendor/Supplier 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.

## 6 Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable University policies and State of California law. The University reserves the right to withdraw this Request for Proposal at any time. All documents submitted to the University UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

Any contract(s) resulting from this Request for Proposal will be awarded to the responsive and responsible bidder whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value to be delivered, including, but not limited to, the quality of professional services offered and the total cost of the contract to the University.

The University will examine each proposal to determine the effectiveness of the proposal in meeting its requirements. In addition to the materials provided in the proposals, the University may request oral presentations and/or additional information.

Factors that will be used to evaluate proposals include:

- Methodology and Approach
- Proposed Program Outcomes and Deliverables
- Breadth and Depth of Relevant Experience
- Quality of Key Personnel Proposed for this Contract
- Resources and Service Commitments
- Proposed Timeline
- Costs

### 6.1 CONTRACT AWARD IN BEST INTEREST

The University and/or 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, 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 prices, 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.

### 6.2 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.



## 7 Terms and Conditions

### 7.1 INDEPENDENT CONSULTANT

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 Independent Consultant Agreement, a sample of which is attached to this RFP.

### 7.2 CONTRACT AMOUNT

The total dollar amount shown on the contract is not a guarantee of payment of the full amount. Should the contract be terminated before all work is completed, the University will pay only for the work that has been completed.

### 7.3 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, please state that there are none.

### 7.4 CONFLICT OF INTEREST

- Consultant shall not hire any officer or employee of the University to perform any service covered by this agreement.
- Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between Consultant'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.
- Consultant 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 Consultant.

### 7.5 ETHICS

Consultant 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, Consultant 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 Consultant 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 Consultant will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

#### 7.6 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.

#### 7.7 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 Consultant and University.

#### 7.8 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.

#### 7.9 FORM OF AGREEMENT

The contents of this RFP (including the attached appendices as appropriate), RFP Addenda, and the proposal document of the successful Bidder shall become contractual obligations as part of the Contract if acquisition action ensues. Failure of successful Bidder 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 Bidder for the purpose of obtaining the best possible offer.

#### 7.10 PERFORMANCE STANDARD

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

#### 7.11 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.

#### 7.12 INSURANCE REQUIREMENTS

Prior to the commencement of any work under this contract, the Consultant shall provide evidence of current insurance pursuant to attached Independent Consultant Agreement.

#### 7.13 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.

#### 7.14 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.

#### 7.15 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.

#### 7.16 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.

#### 7.17 WARRANTIES

The Bidder agrees that the any services and/or 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.

#### 7.18 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 Article 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. It is expected that all services and materials will continue to be provided as specified in this RFP to the University during the ninety day notice period and until termination is effective.

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.

## 8 Cost Proposal

### 8.1 PROPOSAL FORMAT AND CONTENT

Pricing proposals should include all expected and estimated reimbursable expenses. The project fixed fee proposal should be a single inclusive rate for accomplishing the project scope and should include a proposed invoicing model for the project such as milestones or phases.

Bidders are requested to propose pricing as follows:

8.1.1 Fixed Fee; Total Cost Not to Exceed price for the entire project.

8.1.2 Additional services that the Bidder believes may be required but are not specified by this RFP document should be outlined in a separate section marked "Additional Proposed Services". This section should include a summary of the services as well as proposed pricing.

### 8.2 PRICE PROTECTION

All prices and rates quoted shall be firm through the contract term.

### 8.3 EXPENSES

The University requires the selected Consultant to comply with the University of California Policy G-28, Travel Regulations. The current policy can be found at <http://policy.ucop.edu/doc/3420365/BFB-G-28>.

## 9 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 number UCM1064DG of the University of California, Merced are understood and accepted.

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
EMAIL ADDRESS

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

\_\_\_\_\_  
AREA CODE AND TELEPHONE NUMBER

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.

## 10 Attachments

- 10.1 SAMPLE INDEPENDENT CONSULTANT AGREEMENT
- 10.2 BIDDER INQUIRY FORM
- 10.3 BUSINESS INFORMATION FORM