

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: January 9, 2012
RFP NO: UCM1012DG

DUE DATE: FEBRUARY 8, 2012
TIME: 4:00pm

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

This RFP includes a MANDATORY job walk. See Section 2.1 on page 5.

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

Web-Based Elevator Monitoring System

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

The University of California, Merced is the tenth campus of the University of California system. The UC Merced campus plays a pivotal role in providing educational opportunities to residents of California's San Joaquin Valley and to students entering the UC system from throughout California and the country. The campus site is approximately four miles northeast of the city limits of Merced. At maturity, the University will serve more than 25,000 students, faculty, and staff.

The main Campus and neighboring planned community are being created utilizing the latest sustainable, environmentally-sensitive techniques. The new campus currently includes three academic buildings, including a classroom and office building, library, and science and engineering building. 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 invites proposals from qualified contractors to provide a web-based monitoring system for conveyance equipment. Proposals are to be based on the specifications provided in Section 3 of this RFP.

The contractor selected as a result of this RFP will provide the system that will best meet the needs of the University.

2 Instructions to Bidders

2.1 MANDATORY JOB WALK

A mandatory job walk will be held at 3:00pm on Wednesday, January 18, 2012 at the following location:

UC Merced
5200 N. Lake Road
Merced, CA 95343

We will meet in the first floor lobby of the Science and Engineering Building which is located in the middle breezeway area between the two “bars” of the building. Please see the attached campus map.

ATTENDANCE IS MANDATORY. All Bidders must be on time to attend this job walk to be qualified to bid on this requirement. Proposals received from any bidders who are late or did not attend this job walk will be considered non-responsive and rejected upon receipt of proposal.

Two (2) representatives from each firm may attend. Please notify Denise Garcia via email at dgarcia@ucmerced.edu, no later than **12 noon on Monday, January 16, 2012** of your plan to attend.

2.2 ISSUING OFFICE AND UNIVERSITY CONTACT

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

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

Denise Garcia	Phone: (209) 228-4085
Principal Buyer	Fax: (209) 228-2925
UC Merced	E-mail: dgarcia@ucmerced.edu
1715 Canal Street	
Merced, CA 95340	

2.3 SCHEDULE OF EVENTS

Release of RFP.....	January 9, 2012
Mandatory Job Walk	3:00pm, January 18, 2012
Deadline for Questions regarding RFP.....	Noon, January 25, 2012
Proposal Due Date.....	4:00pm, February 8, 2012
Anticipated Contract Commencement.....	March 15, 2012

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

2.4 PROPOSAL SUBMITTAL

Proposals are to be addressed and delivered as follows:

1 original and (3) hardcopies to:

Denise Garcia
Senior 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 *UCM1012DG*

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.

2.5 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 on January 25, 2012. Please submit via email (preferred) or fax to:

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

2.6 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 the bid.

2.7 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

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 COMPLETE BIDS

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

2.14 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.

2.15 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.

2.16 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.

2.17 CONTRACTOR PROPOSALS

All Proposals shall be 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 GENERAL INFORMATION

Web based monitoring system for conveyance equipment will run on an Internet browser and be accessible from any PC. The application will link multiple buildings together using campus networking and shall monitor near real time status of the interlinked equipment.

The monitoring platform should illustrate the campus in 3D modeling of all facilities, shown as an aerial view map of the UC Merced Campus located at 5200 N. Lake Rd, Merced, CA 95343 . The platform must show the 11 elevators UC Merced has chosen to incorporate into the monitoring system at this time, grouped transparently via icons into the overhead view of the campus. The system shall identify conveyance equipment functionality including general operation, car and door positioning, registered car and hall calls, emergency conditions, and other user functions that are built into the unit operation as described herein.

3.2 CONVEYANCE EQUIPMENT

The conveyance integration into the monitoring platform is to include the following eleven units:

Quantity	Manufacturer	Model #
3	Kone	KMC-831
1	ThyssenKrupp	TAC-20
5	MCE	HMC-1000
2	EC	H-800

3.3 SPECIFICATIONS

3.3.1 Web-Based Application

Proposed system must:

- Run on the latest version of Microsoft Windows Web Server. Web Server shall use latest version of .NET encryption for security on public networks.
- Provide server software security upgrades, updates, and patches at no additional charge.
- Store data on a server class SQL compliant database such as Microsoft SQL Server.
- Run via an internet browser with no client application installation on any computer.
- Be a server based application with unlimited client access with no further licensing required.
- Be capable of displaying multiple locations using the internet or any IP based network WAN or LAN.
- Display the location of the web server so that clients connected to the server can see the server location.
- Integrate and network the functions of an active conveyance environment into a web based platform that provides accessibility that can be functionally utilized by non-elevator personnel.

- Provide the ability to read data across different manufacturing lines.
- Monitor all conveyance units securely onsite, or remotely using a web browser over a LAN or Internet.
- Show near real time data for visual indications of each unit's status including, but not limited to the current unit location, direction of travel, existing calls, independent service, fire recall, lockout status, and door position.
- Indicate when an elevator is in distress and the reason for the unit shutting down (i.e. door fault, drive fault etc.)
- Send out alerts via e-mail indicating a shut down and the pertinent information regarding the event. Additionally the onsite display should clearly indicate to its observers what problem exists.
- Integrate current/future elevators that have IP cameras & IP phones installed so that live communication with passengers can be utilized.

3.3.2 Administration Features

Proposed system must:

- Enable designated personnel (administrators) to add, remove, and modify users and their information as well as manage access rights.
- Have the ability for administrators to add new mapping for future locations and alter existing maps as required to adapt to changes on the campus.
- Be capable of allowing administrators to incorporate IP Cameras and IP phones into the system.

3.3.3 Mapping

Proposed system must:

- Provide a view of multiple buildings using 3D-style maps to provide an aerial view of all locations and elevators.
- Display map information that can be changed to view all elevators at once, a specific building, or a specific elevator or group.
- Be capable of altering and expanding maps to include new elevators as the campus increases in size.
- Have a section for building plans. When reviewing building plans, the system should automatically scroll through all building plan map screens while displaying a list of all units on the campus experiencing out fault/error or loss of communications.
- Have a global view map, campus view map, area view screen, single group screen, help screen, and administration screen.
- Display a campus map screen capable of showing an entire campus area.
 - Campus view shall be color based for separate statuses

- Campus view shall show a list of any monitored units in a fault state or loss of communications
- Show on the map the status for each elevator using five different color codes for the following categories:
 - Loss of Communication
 - Automatic Service
 - Fire Service
 - Fault Error/Shutdown
 - Other Service (Car Running on service other than automatic; independent service; inspection; hoistway enable; or other function applicable to individual elevators)
- Running the mouse over an area of the campus screen displays each unit name. The unit name is a text field that can be defined by the University. Clicking on the area will forward the program to the next screen – the Area Screen.
- Show the area view screen configured to allow the selection of a unit on the map screen. This is to provide a detailed view of a section or area of the map.
 - Detailed information is to be given for each device:
 - Direction of travel
 - Elevator position
 - Door status
 - Bottom and top landing floors for escalators (future)
 - Call indication
 - Color status of the unit
 - A legend of the area view is to be available via button or tab
 - Interactive – enables the user to navigate the entire map without going to other maps or views.
 - The legend menu should allow access to a help screen which will change the cursor to a different cursor
 - Highlighting a unit in the area view will also highlight the geographic location in the legend.
 - Running the mouse over a unit in the area screen displays a special cursor which shows the current service type of unit.
 - The area screen should have an advanced mode, within which a special cursor will show the IP address of the device and job number for the group of devices.
 - Color coded service types are to show all the possible device states
 - Area screen shall display the logical groups of elevators as present in the buildings.
 - Elevators serve the same floors so unit controllers should be grouped together to dispatch in group mode
 - Clicking on a group shall move the application the single group screen
- The single group screen should display detailed information about each elevator car (similar to the area screen) with the addition of group information including door position, hall calls, car calls for each car.

3.3.4 Alarms

Proposed system must:

- Provide visual and audible alarms on any computer using the web-based application.

- Configure alarms to trigger on any of the shutdown service types and loss of communication.
- Allow users to click on the unit in the alarms screen to jump directly to a view of the unit causing the alarm

3.3.5 Email Notifications

Proposed system must:

- Send email notifications based on change of status or change of service type of an individual elevator or escalator.
- Be capable of sending notification messages by email or to cell phones

3.3.6 Reporting and Analysis

Proposed system must:

- Provide standard traffic and performance reports on secure web pages.
- Allow for ad hoc reporting via an ODBC third party application such as Microsoft Excel.

3.3.7 Network Architecture

Proposed system must:

- Gateways in group controllers shall be interlinked prior to networking.
- Have communications architecture that eliminates single points of failure.
 - Devices should transmit a state refresh packet every five seconds.
 - Upon a state change, the device will transmit its new state without waiting for the refresh cycle.
 - If the application does not receive a refresh packet after two refresh cycles, it should show the device in a loss of communication state.

3.3.8 Installation

Each elevator controller will have one gateway module designed to work in conjunction with the specific OEM model. One gateway will be required per elevator and shall be mounted in the controller. Each gateway shall be interfaced into the controller so that it relays the unit specific information to and from the monitoring unit. One (1) Ethernet or fiber cable and one (1) duplex outlet will be dropped in each machine room. This equipment will terminate at a place designated in the machine room by the elevator company. The conveyance company shall complete runs in conduit to the elevator controller. Network leads will be integrated into the gateways for communication to the server – one per simplex controller, or one for each group.

One system server with Samsung Model # 460UX-2, 46" LCD Video Wall Display Monitor is to be provided and will be set up on site at UC Merced in the designated area. The server will communicate with each gateway via designated IP addresses. The system will have one (1) PC and one (1) monitor provided and installed in the operations monitoring area as designated by UC Merced. Once all devices are in place, the system will be integrated and tested.

The University shall provide the following:

- Ethernet cables and duplex outlets
- Terminations in the machine room.
- Area mapping and campus blue prints and photos.
- IP address shall be provided two weeks prior to installation.
- Schematics for each controller.
- Network connectivity.
- Campus IT support, if necessary
- Secure material storage space.

3.3.9 Training

Training Classes shall be provided to UC Merced personnel by the selected supplier.

3.3.10 Support Services

The selected supplier should be able to provide support services such as maintenance, repair, and technical assistance that may be required from time to time after the system is installed and working. Required to ensure ongoing support of the monitoring system, the selected supplier shall have a minimum of two journeyman route technicians who are working daily, Monday – Friday, within a one hour vehicle commute of the UC Merced Campus.

3.4 PROPOSAL TECHNICAL NARRATIVE RESPONSE

3.4.1 Proposed System

Provide a concise and thorough description of the system that you are proposing to best fit the specifications stated in Section 3.3. Include information about its capabilities, screen shots of the application, mapping, alarms, administrative features, etc.

3.4.2 Installation Process

A detailed step-by-step narrative of the installation process should be included with your bid. Include information about the technicians who will be performing the installation and an estimated timeline and milestones for completion of the installation and implementation of the system.

3.4.3 Reports

Information and examples of the reports that can be produced by your proposed system should be included in your proposal.

3.4.4 Project Management

Describe the procedures that will be employed to ensure the timely completion of tasks in a quality fashion. Provide information about the people who will be involved with the management of installation and day to day operations.

3.4.5 Support Services

Provide information about the maintenance, repair, and technical assistance services that your company provides for the system that you are proposing. Include the process(es) that the University would use for contacting your company for any of these services. Also include information about the technicians who would be providing these services.

3.4.6 Licenses and Certifications

Copies of applicable licenses and certifications such as the C-11 License and technician certifications are to be included as part of your proposal.

3.4.7 Warranties

Provide information about applicable warranties for the system you are proposing. The minimum requirement for any applicable warranties is 1 year.

3.4.8 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.

The Contractor should make every reasonable effort to use environmentally preferable products, methods, and equipment and is responsible for proper disposal of materials in an environmentally friendly manner.

Provide specifics for how your company responds to environmental sustainability criteria, e.g., via daily operations, low energy consumption, recycling programs, etc. Also list any information regarding any sustainable products you will be using in servicing our account.

3.4.9 Other

- Does your Company charge any additional fees, such as Environmental, 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.
- What is your proposed plan for managing the UC Merced account? Describe the roles and organization of a dedicated account support team.
- Describe your company's policies for cancellations and changes and reimbursement/credits.
- Describe any standard value-added services you provide.
- 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

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.

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 MINIMUM QUALIFICATIONS OF BIDDERS

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

4.1.2 Bidders must have the ability to obtain the necessary insurance required by the University's Terms and Conditions of Purchase, Appendix A, Article 17.

4.1.3 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, production, access, equipment, organization structure, operation controls, and quality control.

Bidder should:

- Be a licensed conveyance contractor in the State of California and maintain a current C-11 License.
- Provide lead project technician(s) who have a minimum of 10 years Journeyman experience, a current certified conveyance mechanic license, and previous troubleshooting experience with the four controller models being networked.
- Have at least one (1) previous successful installation of an equivalent web based monitoring system.
- Ensure that UC Merced is classified as a highest priority account.
- Provide copies of licenses and certifications. Also provide any information on state contractor's licenses that may apply.
- Operate within the guidelines of all federal and state labor codes.

4.1.4 Demonstration of Experience and Expertise

- All Responders must describe in detail their experience during the last two years in providing services 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 Responder has successfully provided substantially similar products and services

to those anticipated by this RFP. Responder may suggest contacting some of their other customers or other means to further characterize their applicable experience and expertise

- Provide a list of references of companies or organizations that you have provided similar services for

In addition to the foregoing information submitted by bidders, the University shall have the right to consider other verifiable information either from the bidder or others, and may utilize site visits and bidder presentations as reasonably required by the University to verify the bidder's ability to successfully meet the requirements of this RFP.

4.2 POST-QUALIFICATION AND CONTRACTOR SITE VISIT

All Proposals submitted from Contractors, who have not been pre-qualified, as a Contractor 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 Contractor's ability to perform.

5 Method of Award

5.1 PROPOSAL EVALUATION METHOD

Proposals will be evaluated using a two-step evaluation method. Proposals will be evaluated based on Contractor 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 Contractor 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

- Technical response, including products, capabilities, and features that best meet the functional requirements of the University as described herein.
- Project management plan
- Bidder presentation of resources
- Service capability and commitment
- 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 Contractor selection process using a quality points system in two phases:

Phase I: - Selection of finalists

Phase II: - Selection of winning Contractor (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".

Contractor is to either accept University's standard terms and conditions Appendix "A", attached, or use existing terms approved by the University. If Contractor 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

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

- Contractor 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 Contractor.

6.5 ETHICS

Contractor 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, Contractor 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 Contractor and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Contractors, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The Contractor 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 Contractor 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 Contractor shall become contractual obligations as part of the Contract if acquisition action ensues. Failure of successful Contractor 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 Contractor 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 Contractors. All data, documentation, and innovations become the property of the University.

6.13 INSURANCE REQUIREMENTS

Prior to performing any work on UC Merced property or premises, a certificate of insurance with endorsements naming the Regents of the University of California as an additional insured, issued with the limits set forth in Article 17 of Appendix A, must be provided to the UC Merced Purchasing Department.

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 Contractor selection criteria. The University will take all reasonable action to ensure that all invoices, discounted or not, are paid promptly to Contractor 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 WARRANTIES

The Bidder agrees that the any products/services furnished as a result of this RFP shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar services, 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 services by UC Merced.

6.20 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.

If within ten (10) days of receipt of written notice to Contractor from the University of Contractor's breach of any term and/or condition of the Agreement, Contractor 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 pricing information:

- Itemized pricing for the web-based application
- Itemized pricing for installation and implementation
- Maintenance Cost (monthly or quarterly)
- Pricing for emergency services (Time & Materials)
- Any other fees or costs that may apply (Itemized)

NOTE: Your proposal must include complete pricing for the proposed system. Any products, services, costs, or pricing that are not included in your proposal will not be chargeable to the University on the resulting purchase order contract and it will be assumed that those products and/or services are being provided at no charge to the University.

9 Attachments

- Bidder Inquiry Form
- University of California Appendix "A" (Terms and Conditions for Purchase)
- Business Information Form
- Campus Map

Bidder Inquiry Form

RFP No. UCM1012DG

Bidders should use this form to submit questions regarding the RFP. University will provide a complete list of questions received along with the University's responses to all bidders who participate. Questions will be listed without reference to the source.

Name of Company:
Company Representative:

Question(s)

Note: Reproduce this form as necessary.

Fax or email (preferred) this form to: **Denise Garcia**
UC Merced Purchasing Department
Fax #: (209) 228-2925
Email dgarcia@ucmerced.edu

APPENDIX A

UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE 4 - TERMINATION

A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:

- (1) the unit or pro rata order price for the performed and accepted portion; and
- (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to meet the required performance schedule.

C. If University determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; any extension granted shall be effective only if given in writing. If such delay is due

to failure of University, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the word "Seller" includes Seller and its suppliers at any tier.

ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR

A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:

(1.) The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.

(2.) Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

ARTICLE 10 - INDEMNITY.

A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

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

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage,

arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller.

The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925f), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:

FAR 52.222-04 Contract Work Hours and Safety Standards Act

FAR 52.222-26 Equal Opportunity

FAR 52.223-02 Clean Air and Water (If order exceeds \$100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.

Seller shall:

(1) Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services, labor and materials furnished by Seller or its subcontractors under this order, and from all laborers', materialmen's and mechanics'

liens upon the real property upon which the work is located or any other property of University;

(2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action or suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or in case the same be not promptly removed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons.

To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.

ARTICLE 17 - INSURANCE

Seller shall defend, indemnify, and hold the University, its officers, employees, and agents

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

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

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

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

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

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

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

C. Professional Liability Insurance with a limit of \$ n/a dollars

per occurrence with an aggregate of not less than \$ n/a dollars.

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

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

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

- (1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 18 - PERMITS. Seller agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California except its conflict of laws provisions shall control this Appendix and any document to which it is appended.

Rev. 3/08



SUPPLIERS OF GOODS AND SERVICES ONLY
TO BE COMPLETED BY ALL FIRMS OR INDIVIDUALS PROPOSING TO DO BUSINESS WITH THE UNIVERSITY OF CALIFORNIA

COMPANY NAME:		CONTACT PERSON			
STREET ADDRESS					
MAILING ADDRESS (If different from street address)					
TELEPHONE NO.		FAX NO.		TOLL FREE NO.	
E-MAIL:			HOME PAGE ADDRESS:		
Are any of the owners or owner' relatives currently employed by the University of California?				If YES please provide details on an attached sheet of paper. Include Company Name, Relationship, Campus Location	
				YES NO	
FEDERAL IDENTIFICATION NO. OR SOCIAL SECURITY NO.			DUN & BRADSTREET NO.		
PRIMARY TYPE OF BUSINESS:					
<input type="checkbox"/> BROKER		<input type="checkbox"/> DISTRIBUTOR		<input type="checkbox"/> RETAILER	
<input type="checkbox"/> DEALER		<input type="checkbox"/> MANUFACTURER		<input type="checkbox"/> WHOLESALER	
				<input type="checkbox"/> SERVICE	
				<input type="checkbox"/> FABRICATOR	
				<input type="checkbox"/> MANUFACTURES AGENT	
				<input type="checkbox"/> OTHER	
PRINCIPAL OWNER(S) NAME:		TITLE	% OWNERSHIP	STATE OR LOCAL LICENSING #	
				ARE YOU CERTIFIED BY ANY AGENCY YES NO	
				IF SO ATTACH A COPY OF ALL CERTIFICATIONS	
THIS IS A PARENT COMPANY: (Name of subsidiaries)			THIS A SUBSIDIARY OF: (Name and location of parent co.)		
NUMBER OF YEARS IN BUSINESS	AVERAGE ANNUAL SALES (PRIOR THREE YEARS)	NET WORTH OF BUSINESS	NORMAL INVENTORY VALUE	APPROXIMATE SIZE OF FACILITIES	NUMBER OF EMPLOYEES
DESCRIPTION OF PRODUCT OR SERVICE (attach sales literature as appropriate)					
BANK REFERENCE NAME:			ADDRESS (Number, City State, Zip)		
CUSTOMER REFERENCES:		ADDRESS		PHONE	
NAME OF PERSON(S) AUTHORIZED TO COMMIT YOUR FIRM TO A CONTRACT:		TITLE	NAME	TITLE	

INSURANCE: IS YOUR COMPANY INSURED ? YES NO

TYPE OF INSURANCE: GENERAL LIABILITY AUTOMOBILE LIABILITY WORKER'S COMPENSATION OTHER

INSURANCE PROVIDER/PRODUCER: _____

COMPANIES AFFORDING COVERAGE: _____

** (See Insurance Requirements page 3)
GSA SF 254 A/E or related service questionnaire may be required

OWNERSHIP OF BUSINESS: SOLE PROPRIETOR CORPORATION FOREIGN OWNERSHIP NON-PROFIT

JOINT VENTURE PARTNERSHIP STATE / LOCAL / FEDERAL GOVERNMENT AGENCY EDUCATIONAL

Owner Status-Business is at least 51% Owned, Controlled, and Actively Managed by (circle all business categories that apply, see Page 2 for definitions):

SBE DBE WBE DVBE

Ownership Status Categories: (Place an "X" in the boxes that best describes your firm's ownership)

TYPE OF BUSINESS	Native American Indian	Asian/Pacific Asian/Indian American	Black African American	White American	Hispanic American	Disabled Veteran	Socially & Economically Disadvantaged	Other
LARGE BUSINESS								
SMALL BUSINESS								
WOMAN OWNED								
MAL								

X _____ Title _____ Date _____
Signature of Principal or Owner

BUSINESS CATEGORY

SELF-CERTIFICATION

(Initial the Business Categories that Apply):

_____ SMALL BUSINESS ENTERPRISE (SBE) - an independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes may be found in the Federal Acquisition Regulations, Section 19.102. The University may reply on written representation by the vendors regarding their status).

_____ DISADVANTAGED BUSINESS ENTERPRISE (DBE) - a business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regards to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Asian-Indian Americans, Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Indian Americans) are to be considered socially and economically disadvantaged.

_____ DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) - a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability, who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veteran Administration to be 10% or more disabled as a result of service in the armed forces.

_____ WOMEN-OWNED BUSINESS ENTERPRISE (WBE) - a business that is 51% owned by a woman or women who also control and operate it. Controlled in this context means exercising the power to make policy decisions. Operate" in this context means being actively involved in the day-to-day management.

PRIVACY NOTIFICATION

FEDERAL Pursuant to the Federal Privacy Act of 1974, you are hereby notified that the disclosure of your social security number is voluntary. This record keeping system was established pursuant to the authority of The Regents of the University of California under Article IX, Section 9 of the California Construction code. The social security number is used to verify your identity.

STATE The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply information about themselves.

The principal purpose of requesting the information on this form is to evaluate your qualifications as a supplier to the University and for reporting purposes in accordance with State law and University policy.

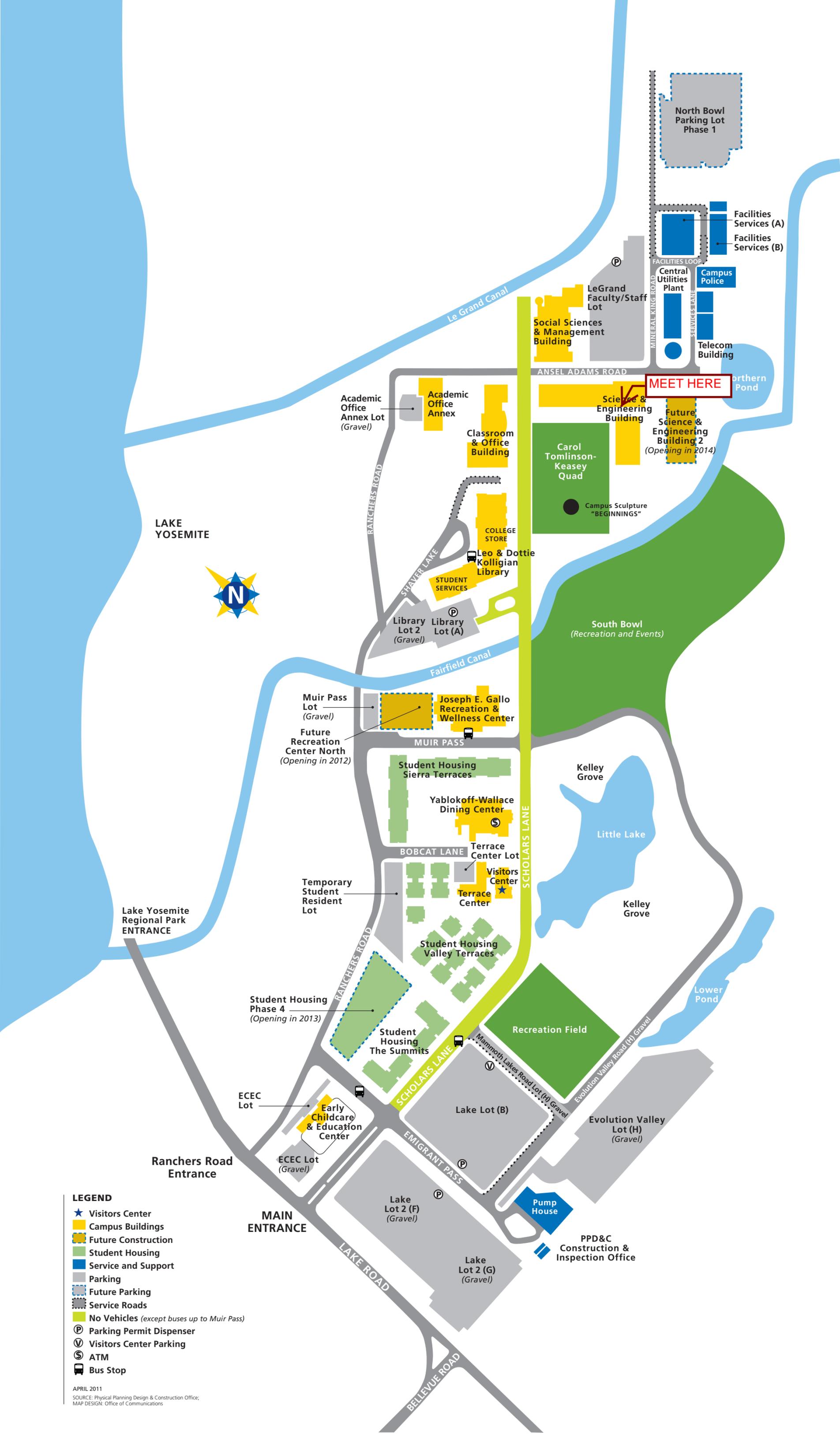
Furnishing all information (except social security number) requested on this form is mandatory; failure to provide all required information will delay or may prevent evaluation of your firm's ability to do business with the University.

I hereby certify under penalty of perjury under the laws of the State of California that I have read this application and know the contents thereof, and that the business category and ethnicity indicated above reflect the true and correct status of the business according with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19, pertaining to small, disadvantaged, women, disabled veteran small and disadvantaged, and women-owned business enterprises. I understand that falsely certifying the status of this business, obstructs, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period of 5 years and the imposition of any civil penalties allowed by law. In addition, I understand that this business must notify the University of California in writing 30 days in advance of any changes in size, ownership, control, or operation which may affect this business's continued eligibility as a SBE, DBE, WBE, DVBE, SDBE, SWBE, or SDVBE.

NAME OF BUSINESS _____

Name _____ Title _____ Signature _____
(Print or Type Name of Owner and/or Principal)

Reviewed by:	(DO NOT WRITE IN THIS AREA) FOR U.C. USE ONLY	Date:
Comments:		



MEET HERE

- LEGEND**
- ★ Visitors Center
 - Campus Buildings
 - Future Construction
 - Student Housing
 - Service and Support
 - Parking
 - Future Parking
 - Service Roads
 - No Vehicles (except buses up to Muir Pass)
 - Ⓟ Parking Permit Dispenser
 - Ⓥ Visitors Center Parking
 - Ⓢ ATM
 - 🚌 Bus Stop

APRIL 2011
 SOURCE: Physical Planning Design & Construction Office;
 MAP DESIGN: Office of Communications