

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: October 19, 2011
RFP NO: UCM1004TT
DUE DATE: November 21, 2011
TIME: 4:00 p.m.

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

If further information is required, please contact: **Terry Thun @ (209) 228-4084 Email: tthun@ucmerced.edu**

This document can only be issued by a University Authorized Purchasing Agent

Please quote your lowest price for the material to be delivered, as specified below. Any deviation from the specifications must be identified and fully described. No charges for package, for drayage or for any other purpose will be allowed over and above the prices quoted on this sheet. University of California standard purchase order terms and conditions apply. A copy of these conditions will be furnished on request. The right is reserved to accept or reject quotation on each item separately, or as a whole, and to waive any irregularities in a quotation. If unable to quote please return this form so marked.

THIS IS NOT AN ORDER

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

8' x 20' Walk-In Portable Freezer

for

University of California, Merced



Table of Contents

1. Background/Intent.....3

2. Instructions to Bidders4

3. Technical Specifications.....9

4. Bidder Qualification13

5. Method of Award.....13

6. Terms and Conditions.....16

7. Bid Sheet.....20

8. Bidder Inquiry Form.....21

9. Bidder Certification/Signature Page.....22

Attachments.....23

1. Background/Intent

1.1 About the University of California

Founded as the state's first and only land grant institution in 1868, the University of California is a system of 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 is engaged in energy and environmental research and manages approximately 130,000 acres of natural habitat in California for research, teaching and outreach activities.

1.2 UC Merced

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

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

1.3 Statement of Intent

The University of California, Merced (UCM), is soliciting bids for a 8' x 20' walk-in portable freezer. The unit will be operating outdoors in a region where summer months temperatures reach over 100°F. The goal of this RFP is to identify a preferred vendor, as well as, the cost basis and purchasing vehicle to procure the equipment. Our aim is to identify a vendor whose product fits our strategic requirements and from whom we will purchase/lease equipment that meets our current specific needs, while anticipating the need for future requirements.

2. Instructions to Bidders

2.1 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 contract(s) resulting from the RFP.

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

Terry Thun, A.P.P.
Principal Buyer
UC Merced Purchasing Department
1715 Canal Street
Merced, CA 95340
Phone: 209-228-4084
Cell: 209-756-2682
Fax:209-228-2925
Email: tthun@ucmerced.edu

*Or designated alternate in UC Merced Purchasing

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 RFP issue date and the announcement of award, except during:

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

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

2.2 Proposal Receipt

Proposals must be addressed and delivered as follows:

1 each original and 2 each copies to:

Terry Thun, A.P.P.
Principal Buyer
UC Merced Purchasing Department
1715 Canal Street
Merced, CA 95340
Phone: 209-228-4084

Bid Sheet Section 7 shall be omitted from the 2 each proposal copies.

Proposals shall be in a sealed envelope marked:

Name of Bidder

RFP Number UCM1004TT

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.

2.3 Proposal Format

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 should include all of the elements listed below referenced by the corresponding numbers and in the order listed.

1. Signed Proposal Certification – RFP Section 9
2. Technical Proposal – Provide Technical Proposal including full specifications on proposed solution, indicate compliance with provided information as appropriate. – RFP Section 3.
3. Bidder Qualification Information and Completed Business Information Form – RFP Section 4
4. Indicate acceptance/compliance with RFP Section 2.
5. Bid Sheet/Cost Proposal – RFP Section 7.
6. Additional Comments and Supplementary Information as desired.

2.4 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.

2.5 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.

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.

2.6 Key Action Dates

Listed below are the key action dates/times for this RFP. If the University finds it necessary to change any of the dates as indicated below, an addendum to the RFP will be sent to all prospective bidders via mail or fax.

1. Release of RFP.....October 19, 2011
2. Deadline for Questions regarding RFP.....November 2, 2011
3. Proposal Due Date.....4:00pm (PT).....November 21, 2011
4. Award Date (approximate).....November 8 2011

2.7 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.

2.8 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.

2.9 Bidder Questions

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 contract(s) resulting from the RFP.

Questions regarding this RFP **must be submitted using the form as provided in Section 8 of this RFP document no later than November 2, 2011.** Please submit via email (preferred) or fax to the University contact indicated above.

2.10 Contacts with University Personnel

Prior to submission of proposals, it is requested that Vendors coordinate, in advance, all contacts with University personnel through the University Purchasing Department. Failure to comply with this request may result in an interpretation of an intent to evade RFP requirements and result in Vendor disqualification.

2.11 Simplicity of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capability to satisfy the requirements of the Request for Proposal. Special bindings, color displays, etc., are not desired. Promotional materials are especially discouraged.

2.12 Complete Proposal

All proposals must be full and complete at the time of bid opening. Proposals shall contain complete technical specifications of unit being offered (detailed descriptions, diagrams, etc). All warranty information. Environmental sustainability and social responsibility narrative.

2.13 Specifications

Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials/equipment 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 materials/equipment 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.

Bidders must provide sufficient information for UCM to determine that their proposed solution(s) satisfies all of the requirements of this specification. UCM reserves the right to determine if proposed configurations satisfies the requirements as addressed herein. Bidders may be asked to provide a fully configured system for demonstration and/or test.

2.14 Amendments to RFP Before Due Date

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

2.15 F.O.B.

All quotes shall be based on transfer of title F.O.B. Destination.

2.16 Firm Proposal

All proposals shall be firm and fixed for ninety (90) calendar 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. Technical Specifications

UCM is seeking 8' x 20' walk-in portable freezer. The following specifications are provided as minimal guidelines. Each proposal shall delineate the system specifications. Quality points shall be awarded based upon the technical merit of each proposal.

3.1 General Specifications

- 3.1.1 The equipment provided shall be factory prefabricated and have unitized design. The equipment will allow installation without assembly and relocation without disassembly. The walk in shall bear the label of the following National Certification Agencies:
- National Sanitation Foundation (NSF STD #7)
 - Underwriters Laboratory (Major Refrigeration Components)
 - Underwriters Laboratory (Major Electrical Components)
 - Underwriters Laboratory (Class I Urethane)
- 3.1.2 The walk-in shall comply with the following model building codes:
- National Electric Code (NEC)
 - International Building Code (IBC)

3.2 Size and Capacity

- 3.2.1 The walk-in shall be 8' x 20' in exterior dimension
- 3.2.2 The walk-in shall have sufficient refrigeration to maintain -10° F temperature inside the freezer compartment when the ambient temperature is 100° F, the average number of door openings is less than 1 per hour, and there is no load from warm products entering unit. The refrigeration system shall be wired to run on 208V / 3Ph.

3.3 Structure

- 3.3.1 The walk-in structure shall be constructed with a fiberglass interior and exterior and no less than a 4" urethane core. The interior and exterior fiberglass shell shall be completely seamless and will form a one-piece structure.
- 3.3.2 The exterior shall be rust, dent and scratch resistant. The exterior shall be coated with an industrial enamel finish.

3.4 Floor

- 3.4.1 A 4" insulated (R-28) prefabricated floor shall be supplied.
- 3.4.2 The floor shall be reinforced with woven fiberglass matting on top of a ½" plywood sub floor bonded to the urethane core forming a watertight seal.
- 3.4.3 A skid resistant surface coating will be applied to the floor surface.
- 3.4.4 The floor shall be constructed for permanent elevation 1 ½" above grade.

- 3.4.5 A welded, heavy-duty steel frame shall be encased in fiberglass and permanently bonded to the floor. The floor shall have the capacity to support 900 lbs/sqft of evenly distributed load.

3.5 Insulation

- 3.5.1 All insulation must be rigid, unfaced, closed cell polyisocyanurate foam chemically bonded to the interior and exterior fiberglass to form a one-piece structure. Standard insulation thickness shall be 5.”

3.6 Lighting

- 3.6.1 Unit must be complete with 4’, two bulb fluorescent fixtures. A single fixture is required for each 100 sqft of interior floor space and controlled by a single wall switch.
- 3.6.2 Lights shall be contained in a vapor-proof fixture. Surface mount, -20° F ambient ballast type, NSF approved and labeled.

3.7 Door

- 3.7.1 Door outside dimensions 79” tall x 48” wide. Door swing will be specified at time of order.
- 3.7.2. Door is constructed in the same manner as the walls with no less than 4” of foam insulation.
- 3.7.3. Door shall be provided with a magnetic gasket around the perimeter. Door gasket shall be installed in retainer strips for easy replacement. A flush bottom door shall be provided with adjustable vinyl sweep gasket.
- 3.7.4. When door is closed, it shall form a positive airtight seal.
- 3.7.5. Door is to be equipped with three heavy-duty door hinges. They shall be cam lift type, self-closing, with nylon bearings and door lift-off capability. Hardware shall be chrome finish.
- 3.7.6. Door shall incorporate a positive snap action latch with adjustable strike. The latch shall be equipped with cylinder lock and OSHA approved inside safety release mechanism. The hardware shall be chrome finished and mounted with stainless steel tamper-proof screws.
- 3.7.7. Door is equipped with automatic hydraulic cylinder door closer.
- 3.7.8 Entry door jamb shall include a vapor-proof switch and visible pilot light to indicate when lights are in the on position.

3.8 Thermometer

- 3.8.1. Entry door shall be supplied with flush face dial-type thermometer.

3.9 Hasp Lock

- 3.9.1 Entry door shall be equipped with a door hasp lock. The hasp lock shall be supplied with an inside safety release mechanism.

3.10 Door Weather Hood

- 3.10.1. A weather hood shall be supplied on exterior door. It shall match the exterior wall finish and be factory mounted.

3.11 Exterior Door Ramp

- 3.11.1 Shall be sized the width of the door x 36" long.

3.12 Stainless Steel Door Kick Plate Set

- 3.12.1 Shall not be less than 18" high x width of door and of 18 ga type 304 stainless steel with corners beveled and deburred. Plates applied to both sides of door.

3.13 Temperature Alarm

- 3.13.1 Shall be provided to activate when compartment temperature rises above the set point. Signal shall consist of warning light and buzzer located above door latch. With battery back-up in case of power failure.

3.14 Pressure Relief Vent (Cooler)

Shall include interior and exterior covers, antifreeze heater assembly, closable damper assembly, and a PVC sleeve to protect urethane foam in wall structure.

3.15 Self Contained Refrigeration System

- 3.15.1 Packaged refrigeration system shall be manufactured and factory installed by unit manufacturer. System shall be complete and ready to operate without field assembly, installation or start-up required.
- 3.15.2 Refrigerant shall be non-flammable type R-404a or other acceptable substitute.
- 3.15.3 Electrical controls including system breakers shall be supplied, installed, and ready to operate with single point electrical connection by others located on top of the box.
- 3.15.4 Refrigeration system shall be complete with the following: roof mount type horizontal discharge air cooled condenser, Copeland hermetic, semi-hermetic compressor (or equal) with overload protection and contactors as required, weather hood finished to match exterior wall finish, fan guards, receiver tank with liquid shut off valve, suction line accumulator (on 3HP systems and higher only), liquid line filter/drier and sight glass, high/low pressure control, liquid line solenoid valve, crankcase heater, low ambient controls to -20°F, room thermometer and U.L. labeled electrical control panel wired in accordance with N.E.C. standards.
- 3.15.5 Evaporative coils shall be furnished with electronically commutated fan motors and appropriate defrost for operating temperature range.
- 3.15.6 Electric defrost shall be included. Electronic defrost shall be time initiated and temperature terminated with time override and fan delay. All condensate pans shall be piped to copper drain line complete with heattape exiting the wall nearest to drain pan.

3.16 Floor Drain

A factory installed floor drain shall be installed with drainpipe. Floor drain shall consist of 12" x 12" x 3/4" depressed floor pan catch basin, 1" diameter drain screen, 3/4" PVC pipe drain with internal trap and 3/4" diameter x 2" long male extension beyond sidewall of unit.

3.17 Exterior Flood Light

Fixture shall be 150 watt incandescent flood lamp and photoelectric switch.

4. Bidder Qualification

4.1 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

Accordingly, 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. Verbosity is not required.

- 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.
- 4.1.2 Provide three customer references representative of large research universities.
- 4.1.3 Bidder must be able to demonstrate a record of past financial stability and positive indicators for future performance. Bidders are to submit an audited annual report or audit annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years, or current Dunn and Bradstreet reports.

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

4.2 Post-Qualification and Vendor Site Visit

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

5 Method of Award

5.1 Proposal Evaluation Method

Quality Points will be awarded based on the vendors' responses to the RFP. UC Merced reserves the right to contact responders to obtain clarification and amplification on particular items, but 0 points will be awarded for items where the vendor response does not pertinently inform us as to the vendor's situation regarding the criterion.

Proposals will be evaluated using multiple criteria based on the degree to which they satisfy the requirements indicated. Award shall be made to the responsive, responsible vendor whose proposal is determined to be the

most advantageous to the University, taking into consideration the evaluation factors set forth in the solicitation. Price, although a consideration, will not be the sole determining factor.

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. Quality points will be awarded to each bid based on the following:

1. Match to technical specifications.
2. Overall Understanding and Response to RFP Requirements and appropriateness for UCM applications.
3. Environmental Sustainability and Social Responsibility. Provide information regarding your firm's business processes, practices and efforts in the following areas:

Optimal use of resources including energy, water and materials used in or by products or services.
Zero waste and recycling programs.
Socially responsible purchasing practices.

5.2 Cost Per Quality Point

The total quoted cost will then be divided by the total number of quality points to determine the proposal(s) offering the lowest cost per quality point. The proposal with the cost per quality point will be recommended for award. Should the bidder with the proposal offering the lowest cost per quality point for any reason refuse or fail to accept the tendered purchase contract the award may be made successively to the bidder with the second lowest cost per quality point, or then the third in the event of further failure to accept.

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.

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

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

5.5 Contract Award in Best Interest

The University reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, to split awards, make multiple awards or no award, to waive any informalities or irregularities therein, and to contract as the best interest of the University may require in order to put an agreement in place which best meets the needs of the University, as expressed in this RFP. The University reserves the right to negotiate the modification of proposed terms and conditions with the bidder offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

6. Terms and Conditions

6.1 Appendix "A"

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

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

6.2 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.

6.3 Conflict of Interest

Vendor shall not hire any officer or employee of the University to perform any service covered by this agreement.

Vendor affirms that to the best of her knowledge there exists no actual or potential conflict between Vendor's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.

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

6.4 Ethics

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

Throughout the term of any agreement resulting from the RFP, Supplier will not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The supplier and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The supplier will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

6.5 University's Right to Reject or Modify

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

6.6 Supplemental Terms and Conditions/Modifications

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

6.7 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.

6.8 Form of Agreement

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

6.9 Performance Standard

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

6.10 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.

6.11 Proprietary Information

Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the Request For Proposal will be handled in accordance with applicable University of California procurement regulations the Public Records Act. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual

services cannot be copyrighted or patented by vendors. All data, documentation, and innovations become the property of the University.

6.12 Insurance Requirements

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

6.13 OSHA Requirement

Vendor warrants and represents that the equipment, when delivered shall conform to all applicable standards and requirements of the California Occupational Safety and Health Act.

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

The University accepts prompt payments discounts over 2% that are extended to the University for payments made within twenty (20) days after receipt of invoice or goods (whichever is later). Prompt payments discounts will also be considered part of the award evaluation and supplier selection criteria. The University will take all reasonable action to ensure that all invoices, discounted or not, are paid promptly to Supplier without delay. However, in the event payment is delayed beyond the thirty (30) day period, the University will not authorize and will not accept late charges that are added to University accounts.

6.16 Price Reasonableness

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

6.17 Terms Included and Order of Precedence

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

6.18 University's Right to Negotiate

UC reserves the right to award all, part or none of the item(s) covered by this RFP and to contract as the best interests of the University may require. UC reserves the right to negotiate each and every aspect of any offer received in response to this RFP, and to reject or negotiate additional terms and conditions offered by the

apparent successful Bidder prior to the execution of a contract. In addition, UC may require additional cost and pricing data or documentation prior to award of any contract in whole or in part which may result from this RFP. UC reserves the right to award a contract for all technical requirements to one Bidder, or to negotiate and award parts of the requirements to one or more Bidders, in any combination deemed to be in the best interests of the University. UC reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Bidder.

6.19 Product Certification

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

- Shall be new and genuine
- Shall be provided to UCM in the manufacturer's original packaging unless otherwise requested by UCM
- Shall be manufactured and sold or distributed to the Bidder for retail sale in the United States
- Shall be sold to the Bidder from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer
- Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

6.20 Warranties

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

6.21 Termination of Agreement

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

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

7. Bid Sheet

7.1 Option 1 Purchase

Total cost \$ _____ Tax (7.25%) \$ _____ Total \$ _____

7.2 Option 2 Five year lease with option of purchase

Monthly Payment \$ _____ Annual Interest Rate _____%

Cost to purchase at end of lease \$ _____

7.3 Option 3 Seven year lease with option of purchase

Monthly Payment \$ _____ Annual Interest Rate _____%

Cost to purchase at end of lease \$ _____

7.4 Delivery

\$ _____

7.5 Any additional costs

\$ _____

7.6 Prompt Payment terms

Indicate prompt payment terms if any.

8. Bidder Inquiry Form

RFP No. UCM1004TT

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 this form to: Terry Thun, A.P.P.
UC Merced Purchasing Department
1715 Canal Street
Merced, CA 95340
Fax #: (209) 228-2925
Email tthun@ucmerced.edu

9. Bidder Certification/Signature Page

AUTHORIZED SIGNATURE: This RFP 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.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal, for Proposal number UCM1004TT for a high performance computing cluster for University of California, Merced are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINT NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO. WITH AREA CODE

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

Attachments

- **University of California Appendix “A” (Terms and Conditions for Purchase)**
- **University of California Appendix “F” (Terms and Conditions for Lease)**