

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: December 15, 2009
RFP NO: UCM12109DG-CP
DUE DATE: January 26, 2010
TIME: 4:00 p.m. (PT)

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

NOTE: MANDATORY JOB WALK, 3pm, January 11, 2010

***All Bidders must attend this job walk to be qualified to bid on this requirement.
Proposals received from any bidders that did not attend this conference will be rejected.***

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

Boiler Emissions Testing

for

University of California, Merced



TABLE OF CONTENTS

1	RFP PURPOSE AND BACKGROUND.....	4
	ORGANIZATIONAL CONTEXT	4
1.1.1	<i>University of California.....</i>	4
1.1.2	<i>University of California, Merced</i>	4
1.2	RFP PURPOSE	4
1.3	INITIAL AGREEMENT PERIOD	4
2	INSTRUCTIONS TO BIDDERS.....	5
2.1	MANDATORY JOB WALK	5
2.2	ISSUING OFFICE AND UNIVERSITY CONTACT	5
2.3	SCHEDULE OF EVENTS	5
2.4	PROPOSAL RECEIPT.....	6
2.5	BIDDER QUESTIONS	6
2.6	RESTRICTION ON COMMUNICATIONS	6
2.7	PROPOSAL FORMAT AND REQUIRED SUBMITTALS	7
2.8	JOINT OR PARTNERING BIDS	7
2.9	RFP EXCEPTIONS	7
2.10	PROPOSAL MODIFICATIONS OR WITHDRAWAL	8
2.11	BIDDER REPRESENTATION	8
2.12	SIMPLICITY OF PREPARATION	8
2.13	COMPLETE BIDS	8
2.14	SPECIFICATIONS	8
2.15	AMENDMENTS TO RFP BEFORE DUE DATE.....	9
2.16	FOB.....	9
2.17	UNIVERSITY OF CALIFORNIA BUSINESS INFORMATION FORM.....	9
2.18	FIRM PROPOSALS	9
3	SPECIFICATIONS.....	10
3.1	TECHNICAL SPECIFICATIONS.....	10
3.1.1	<i>Scope of Work.....</i>	10
3.1.2	<i>Qualifications.....</i>	11
3.2	REGULAR SERVICE CALLS	11
4	OTHER SERVICES AND REQUIREMENTS	12
4.1	EMERGENCY SERVICE CALLS.....	12
5	NARRATIVE TECHNICAL RESPONSE.....	13
5.1	SERVICE.....	13
5.1.1	<i>Project Management</i>	13
5.1.2	<i>Reliability and Serviceability</i>	13
5.1.3	<i>Fit and Flexibility.....</i>	13
5.1.4	<i>Environmental Sustainability</i>	13
5.1.5	<i>Other</i>	13
6	BIDDER QUALIFICATION	15
6.1	MINIMUM QUALIFICATIONS OF BIDDERS	15
6.1.5	<i>Demonstration of Experience and Expertise</i>	16
6.2	POST-QUALIFICATION	16
7	METHOD OF AWARD.....	17
7.1	PROPOSAL EVALUATION METHOD	17
7.2	EVALUATION CRITERIA	17
7.3	BIDDER REFERENCE CHECKS.....	17
7.4	SELECTION OF FINALISTS	17

7.5	CONTRACT AWARD IN BEST INTEREST	18
8	TERMS AND CONDITIONS	19
8.1	APPENDIX “A” AND SUPPLEMENT 2	19
8.2	SUBCONTRACTORS	19
8.3	OTHER CONTRACTS	19
8.4	PRICING	19
8.5	CONTRACT AMOUNT / QUANTITY	19
8.6	UNIVERSITY OF CALIFORNIA EMPLOYEES.....	19
8.7	CONFLICT OF INTEREST	20
8.8	ETHICS	20
8.9	UNIVERSITY’S RIGHT TO REJECT OR MODIFY	20
8.10	SUPPLEMENTAL TERMS AND CONDITIONS/MODIFICATIONS	20
8.11	DISCLOSURE OF RECORDS.....	20
8.12	FORM OF AGREEMENT	21
8.13	PERFORMANCE STANDARD	21
8.14	MARKETING REFERENCES.....	21
8.15	INSURANCE REQUIREMENTS	21
8.16	OSHA REQUIREMENT	21
8.17	AUDIT REQUIREMENT	21
8.18	PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS	22
8.19	PRICE REASONABLENESS	22
8.20	TERMS INCLUDED AND ORDER OF PRECEDENCE	22
8.21	PRODUCT CERTIFICATION	22
8.22	WARRANTIES	23
8.23	TERMINATION OF AGREEMENT	23
9	COST PROPOSAL	24
	PRICE QUOTATION FORMAT AND CONTENT.....	24
10	BIDDER CERTIFICATION/SIGNATURE PAGE.....	25
11	ATTACHMENTS.....	26
	UNIVERSITY OF CALIFORNIA APPENDIX “A” (TERMS AND CONDITIONS FOR PURCHASE).....	26
	UNIVERSITY OF CALIFORNIA SUPPLEMENT 2 (SPECIAL TERMS AND CONDITIONS FOR MAINTENANCE)	26
	BUSINESS INFORMATION FORM	26
	ATTACHMENT A (COST SHEET)	26
	ATTACHMENT B (BIDDER INQUIRY FORM)	26

1 RFP Purpose and Background

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 and currently serves approximately 3000 students. 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 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 (UC Merced) seeks a qualified supplier with which to establish a long-term, cost effective, agreement to provide boiler emission testing services for UC Merced.

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

1.3 INITIAL AGREEMENT PERIOD

It is anticipated that the initial Contract term will be for a period of three (3) years. The University reserves the right and the Bidder agrees to allow the University the option to renew, at the University's sole discretion, for up to three (3) additional one-year periods.

2 Instructions to Bidders

2.1 MANDATORY JOB WALK

A mandatory job walk will be held at **3pm, Monday, January 11, 2010** at the following location:

UC Merced
5200 N. Lake Road
Merced, CA 95343

Please enter the campus at the second entrance which is Rancher's Road. Follow the road to the fork just before reaching the Library Building. Take the left fork and follow it around to where it becomes Ansel Adams Road (by the Classroom Building) and go to Mineral King Road, turn left and make another left into the parking lot. **Please park in the spaces reserved for "Boiler Emissions Testing Job Walk Parking"**. Please meet us across Mineral King Road in front of the round thermal tank. Be sure to sign the sign-in sheet so that you get credit for attending.

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

Two (2) representatives from each firm may attend. Please notify Denise Garcia via email at dgarcia@ucmerced.edu, no later than **noon, January 6, 2010** 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 contract(s) resulting from the RFP.

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

Denise Garcia
Senior Buyer
UC Merced
1715 Canal Street
Merced, CA 95340

Phone: (209) 228-4085
Fax: (209) 228-2925
E-mail: dgarcia@ucmerced.edu

2.3 SCHEDULE OF EVENTS

Release of RFP.....	December 15, 2009
Mandatory Job Walk.....	3pm, January 11, 2010
Deadline for Questions regarding RFP.....	January 15, 2010
Proposal Due Date.....	January 26, 2010
Anticipated Contract Commencement.....	March 1, 2010

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

2.4 PROPOSAL RECEIPT

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
Phone: (209) 228-4085

Proposals shall be in a sealed envelope marked:

Name of Bidder

RFP Number UCM12109DG-CP

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 form as provided in Attachment C to this RFP document no later than 12noon, January 15, 2010. 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 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 10.
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 5.
5. Bidder Qualification Information and Completed Business Information Form – RFP Section 6.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 8.
7. Bid Sheet/Cost Proposal – RFP Section 9.
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 product enhancements that could be made by the Bidder to satisfy those requirements.

- General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
- The University will not consider the submission of the Bidder's standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
- Bidders are cautioned that if the University is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

2.10 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 FOB

All quotes shall be based on F.O.B. Destination, freight prepaid and allowed. University shall not be responsible for paying freight charges.

2.17 UNIVERSITY OF CALIFORNIA BUSINESS INFORMATION FORM

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

2.18 FIRM PROPOSALS

All Proposals shall be firm and fixed for 90 days following the deadline for RFP submissions, or until a contract is signed which establishes future pricing/discounts, whichever comes first. The Bidder warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar institutional accounts. If Bidder offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Bidder shall offer the appropriate cost reductions to the University.

3 Specifications

3.1 TECHNICAL SPECIFICATIONS

The intent of these specifications is to describe our contract requirements for the provision of monthly emissions testing to meet San Joaquin Valley Air Pollution Control District use permit requirements for Hot Water Boilers #1, #2, #3, Steam Boilers #1 and #2 and monthly boiler safeguard inspection and testing at UC Merced Central Plant, 5200 Lake Road, Merced, CA 95343.

3.1.1 Scope of Work

Contractor will:

- coordinate with the Facilities Superintendent, or his designated representative, the testing of all five boilers one day each month within 36 days of the previous test.
- spot-check all boilers at their current operating load or at minimum fire. Make minor adjustments to maintain emissions compliance.
- monitor and record the stack concentration of NO_x, CO and O₂ using a portable emission monitor that meets San Joaquin Valley Air Pollution Control District specifications.
- provide emission printouts to the Facilities Superintendent, or his designated representative, along with a Service Report indicating which boilers required minor adjustments.
- include the manufacturer, model, serial number and calibration date of portable emission monitor on the monthly Service Report.
- allow minimum of eight (8) hours of on-site time per monthly check. On-site time that exceeds the eight (8) hours during a monthly visit for reasons not attributable to Contractor will be chargeable at time and one half the standard hourly rate. On-site time that exceeds the eight (8) hours during a monthly visit for reasons not attributable to the University will be provided at no charge to the University.
- provide services for all working, operational boilers.
- include the following monthly boiler safeguard testing for each boiler:
 1. Test flame-failure detection.
 2. Test fan airflow interlocks.
 3. Test main burner and pilot safety shut-off valves for leakage.
 4. Test the high- and low-pressure interlocks.
- provide results of Boiler Safeguard testing, i.e. PASS or FAIL, repairs needed, on monthly Service Report.
- review monthly Service Report with the Facilities Superintendent, or his designated representative before leaving job site.
- if there is any time remaining after a monthly check, utilize the time in a manner consistent with facility benefits and requests, such as boiler safety testing, visual inspections, and operator training, etc.

3.1.2 Qualifications

- Contractor shall have a C-4 license in good standing with the California State Contractors License Board.
- Contractor shall have a minimum (15) years of Autoflame experience and factory training certificates, and minimum of (15) years of boiler and combustion experience firing natural gas and No. 2 fuel oil.
- Contractor's technicians shall have minimum of (5) years of Autoflame experience and factory training certificates, and minimum of (10) years of boiler and combustion experience firing natural gas and No. 2 fuel oil.
- Contractor's technicians shall demonstrate the ability to solve combustion and Autoflame issues.
- Contractor shall not subcontract other licensed or unlicensed Contractor's for Autoflame assistance.
- Contractor shall also, as a regular course of business, be capable of providing emergency service 24/7 as required by UC Merced Central Plant.

3.2 REGULAR SERVICE CALLS

Work is to be performed between the hours of 7 AM and 5 PM, on any day except Friday, Saturday, or Sunday, unless agreed to by both Contractor and Central Plant Superintendent.

4 Other Services and Requirements

4.1 EMERGENCY SERVICE CALLS

Contractor shall provide emergency response time of no longer than two (2) hours. A minimum of two (2) additional qualified technicians shall be provided as back-up to the regularly assigned technicians in the event the primary contacts cannot respond to an emergency call and/or schedule service days. Both primary and back-up representatives shall carry, as minimum, a pager and/or cell phone for emergency availability.

5 Narrative Technical Response

Provide complete information about the services you will provide based on requirements detailed herein.

5.1 SERVICE

Describe the process by which UC Merced can initiate service requests, the length of time for processing and how the requests will be processed and managed. The Bidder/Proposer must have an established track record of highly reliable service and equipment with flexible and effective service options. The availability of different support options must be provided, including the following:

- Number of hours until response. (Provide your hours of coverage and response time for both emergency and non-emergency service calls.)
- Coverage periods
- Distance of service technicians/support centers from Merced

5.1.1 Project Management

Describe the methodologies used to undertake service projects from the point of a service call being placed through the completed services, including project management, checkpoints and periodic status reporting back to UC Merced. Describe the policies and procedures that will be employed to ensure the timely completion of tasks in a quality fashion.

5.1.2 Reliability and Serviceability

The contractor should have an established track record of highly reliable equipment with flexible and effective service options. Provide detail for any available maintenance program offerings. Availability of different support options should be provided, including number of hours until response, coverage periods, remote diagnostics, local stocking of spares, distance of service technicians/support centers from Merced, location of parts centers and delivery times, and other relevant information.

5.1.3 Fit and Flexibility

We are seeking to select a contractor who can provide services at the quality and cost level that best suits the University.

5.1.4 Environmental Sustainability

UC Merced is committed to the sustainable use of energy and other scarce resources. Sustainable practices support ecological, human, and economic health and vitality. Sustainability presumes that resources are finite and should be used conservatively and wisely with a view to long-term priorities and consequences of the ways in which resources are used. Provide specifics for how the solution responds to environmental sustainability criteria, e.g., via manufacturing processes, environmentally friendly chemicals, cleaning processes, recycling programs, etc.

5.1.5 Other

- 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 service strategy.
- Describe your company's policies for cancellations and changes, repetition of service problems, charges/credits, etc.
- 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?

6 Bidder Qualification

6.1 MINIMUM QUALIFICATIONS OF BIDDERS

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

Presence, Viability, and Consistency

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

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

6.1.1 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.

6.1.2 Bidder must be able to demonstrate a record of past financial stability and positive indicators for future performance. Bidders are to submit an audited annual report or audit annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years. (This information may be included with the original proposal only.)

6.1.3 Capability

The successful Contractor and the personnel they assign to administer the proposed Boiler Emissions Testing and Boiler Safeguard Inspection program shall have a thorough knowledge of boilers, heaters, and other combustion related equipment, with knowledge, skills and experience to provide maintenance and repair services for the University's systems. The Contractor and assigned personnel shall have a complete and thorough working knowledge of the theory and operation governing the concepts surrounding high pressure boilers, Autoflame controls, ancillary equipment and piping to ensure that the boiler plant operates consistently, reliably and efficiently. They shall also have a thorough knowledge of county, state, and local regulations pertaining to the operation of boiler and fired pressure vessel systems, and are responsible to make sure that work on site is conducted safely to required regulations and codes.

- A. Contractor to offer service coverage to match University requirements for routine maintenance and respond effectively and rapidly to emergency call out.
- B. The Contractor and assigned personnel shall be capable of providing end user training and support, having sufficient ability to familiarize site engineers with Autoflame controls, the boiler plant and how it is operated.

6.1.5 Demonstration of Experience and Expertise

Using a minimum of two projects, 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, service type, and customer name. These citations must demonstrate that the Responder has successfully provided substantially similar services to those anticipated by this RFP. Responder may suggest site visits or other means to further characterize their applicable experience and expertise.

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

6.2 POST-QUALIFICATION

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.

7 Method of Award

7.1 PROPOSAL EVALUATION METHOD

Proposals will be evaluated using a two-step evaluation method. Proposals will be evaluated based on vendor qualification information provided in response to Section 9 of this RFP. Bidders that meet the University's minimum qualification level will be further evaluated based on the criteria listed below.

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

7.2 EVALUATION CRITERIA

- Technical response, including services, capabilities, and features that best meet the functional requirements of the University as described herein.
- Contract management plan
- Bidder presentation of resources
- Geographic location
- Service capability and commitment
- Environmental Sustainability

7.3 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.

7.4 SELECTION OF FINALISTS

Bidders whose proposals are evaluated will be ranked in order of lowest cost per quality point to highest cost per quality point. In the event that the University determines that the scores are close enough to warrant further evaluation, UC may elect to declare two or more Bidders with the lowest cost per quality point rankings as Finalists, and conduct a second stage of evaluations.

If it is determined to be in the best interest of the University, the Bidders identified as Finalists may be invited to undergo further evaluation. If the Finalists express an interest in continuing to participate in the evaluation process, the University may elect to request presentations and/or visits to facilities where proposed products are installed and in use. Finalists may be asked to provide additional information, including additional references.

Finalists shall be awarded additional points based on the quality of their presentations/site-visits, etc. 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.

7.5 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.

8 Terms and Conditions

8.1 APPENDIX "A" AND SUPPLEMENT 2

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" and Supplement 2 "Special Terms and Conditions for Maintenance".

8.2 SUBCONTRACTORS

Contractor shall not be authorized to enter into sub-contracts for the services specified in this RFP.

8.3 OTHER CONTRACTS

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 (except for minor quantities of hazardous materials commonly generated in office buildings of the size and character of the Building).
- Any architectural or other design services
- Any engineering services

8.4 PRICING

Pricing under any contract resulting from this RFP shall remain firm for the first year. Following the first year, prices may be adjusted annually at the mutual agreement of both parties. Any price increases will be limited to 5% or the annual change in the Producer Price Index (PPI) (Chemicals and allied products), whichever is less. Requests for price increases must be provided in writing to the University Purchasing department 60 days in advance of such increase taking effect and must include appropriate back-up justification to support the need for such increase.

8.5 CONTRACT AMOUNT / QUANTITY

The specifications provided herein are based on estimated amounts and numbers. The university does not guarantee any actual usage within the resulting contract.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 PERFORMANCE STANDARD

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

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS

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

8.19 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.

8.20 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.

8.21 PRODUCT CERTIFICATION

Bidder certifies and warrants that all products and services 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.

8.22 WARRANTIES

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

8.23 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 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.

9 Cost Proposal

PRICE QUOTATION FORMAT AND CONTENT

Provide the following pricing information:

- The attached Cost Sheet
- The discount or other basis on which the prices were calculated for all products and services proposed.
- Discounts that will be afforded UC Merced for each category of product and/or service throughout the term of the resulting agreement.
- Early/prompt payment discounts offered.

10 Bidder Certification/Signature Page

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

Certificate of Current Cost or Pricing Data

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

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal number UCM617DG-CPFM of the 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.

11 Attachments

UNIVERSITY OF CALIFORNIA APPENDIX "A" (TERMS AND CONDITIONS FOR PURCHASE)
UNIVERSITY OF CALIFORNIA SUPPLEMENT 2 (SPECIAL TERMS AND CONDITIONS FOR MAINTENANCE)
BUSINESS INFORMATION FORM
ATTACHMENT A (COST SHEET)
ATTACHMENT B (BIDDER INQUIRY FORM)