

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: September 10, 2009
RFP NO: UCM9109DG-FM
DUE DATE: October 8, 2009
TIME: 4:00 p.m. (PT)

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

NOTE: MANDATORY JOB WALK, 9:00am on Monday, September 21, 2009.

***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:

Water Damage Emergency Response Services

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 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 emergency water damage response services at the University of California, 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 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 9am on Monday, September 21, 2009 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 "Water Damage Job Walk Parking"**. Please meet us at the corner of Ansel Adams Road and Mineral King Road next to the parking lot. 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, Thursday, September 17, 2009** 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.....	September 10, 2009
Mandatory Job Walk.....	September 21, 2009
Deadline for Questions regarding RFP.....	September 28, 2009
Proposal Due Date.....	October 8, 2009, 4pm
Anticipated Contract Commencement.....	November 15, 2009

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 UCM9109DG-FM
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, September 28, 2009. 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 / Job Walk

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, request that the bidder provide the missing information or evaluate the proposal without the missing information.

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

1. Table of Contents - Proposals must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 9.
3. Introduction and Management Overview - This section should present an introduction and general description of the company's background, nature of business activities, and experience in providing the required products and related services. This section should also provide a statement of the Bidder's understanding of the major objectives of the solicitation and the Bidder's approach to fulfilling the University's requirements.
4. Technical Response as required by RFP Section 3.
5. Bidder Qualification Information and Completed Business Information Form – RFP Section 5.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 7.
7. Bid Sheet/Cost Proposal – RFP Section 8.
8. Supplementary Information and Additional Comments as desired

2.8 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 Scope of Work

3.1 TECHNICAL SPECIFICATIONS

The intent of these specifications is to describe our contract requirements for emergency water damage response services. Contractor(s) must have all equipment required to properly respond to large water damage events.

3.2 SERVICES TO BE PROVIDED

- Water extraction from floors, ceilings, and walls
- Drying of floors, ceilings, and walls
- Floor, wall, and furniture cleaning
- Some movement of furniture and equipment

Contractor is allowed to remove base/baseboard materials, roll carpet, and drill holes into walls to effect proper drying and to complete general drying tasks. No other demolition or construction tasks will be required or allowed under the contract unless specifically approved by both the Facilities Management and Purchasing Departments.

3.3 EQUIPMENT / CHEMICALS

3.3.1 Contractor(s) must have all equipment required to properly respond to large water damage events. This includes but is not limited to:

- Extracting equipment
- Fans
- Air movers
- Dehumidifiers
- Wall/cavity drying equipment
- Desiccant machines
- Extension cords

3.3.2 All carpet cleaning equipment must be:

- Wet extraction equipment
- Able to produce hot water of at least 170 degrees Fahrenheit (pouring hot tap water into a carpet cleaning machine is not acceptable)
- Equipped with a cleaning wand and injection pump. The pump must be rated at least 300 psi. (a portable machine with a pump rated at 200 psi is not acceptable)
- Capable of producing a suction of at least 250 inches lift

3.3.3 Chemicals used in all facilities are to be non-toxic and non-allergenic.

3.4 MOVING OF FURNITURE AND EQUIPMENT

To effectively dry and clean areas, it may be necessary for the Contractor to move some furniture or equipment. It is expected that any movement of furniture or equipment will be done with care so as not

to cause any damage to the items moved. If the items have sustained water damage, please be sure to note the items in a written report to the Facilities Management Department representative.

3.5 SERVICE CALLS

Services are to be available 24 hours a day, 365 days a year. Contractor must provide a telephone number that is answered by a person 24 hours a day for emergency services.

Services will be provided on an “as needed” basis within 2 hours of notification from the UC Merced Facilities Management Department.

The University will provide a drawing showing where work is to be done and what is to be done and/or will be met at the site by a Facilities Management Department representative to discuss the work to be done.

Contractor’s employees are required to wear company approved uniforms at all times when completing work for the University.

3.6 NARRATIVE RESPONSE ITEMS

1. What is your proposed plan for managing the UC Merced account? Describe the roles and organization of a dedicated account support team including a corporate support team.
2. Describe your company’s capabilities in the following areas:
 - a. Water Damage Remediation
 - b. Reports/Documentation
 - c. Construction/Reconstruction
3. Describe your company’s operation, including number of shifts, hours of operations, and number of in-house customer service representatives.
4. Describe your company’s policies for cancellations and changes, reimbursement/credit and resolution of errors/mistakes.
5. Describe any standard value-added services you provide.
6. What characteristics set your company apart? Describe unique examples of product, service or added value.
7. Specify any processes that your company subcontracts out.
8. Will your organization extend contract prices, terms and conditions awarded as result of this RFP to other UC Campuses?
9. What new technology and development does your company plan to utilize in the near future that would be advantageous to the University?
10. Describe your company’s green practices.
11. Include any other information that may reflect value to the University.

4 Reporting / Documentation

4.1 REPORTING / DOCUMENTATION

The Contractor is to work and confer with the Facilities Management Department's designated representative and shall submit information, reports, and documents to that representative. All reports and documentation are to be dated and must bear the Contractor's name. Some or all of the following reports and documents may be required:

- Work in Progress Reports
- Status Reports
- Estimates, Quotes
- Memoranda
- Requests for Approval
- A final written report (after all work is completed)
- Documentation to be submitted as part of a UC Merced insurance claim
- Any other documentation that may be applicable

Submitted documentation may be forwarded to other UC Merced departments for authorization, approval, or recordkeeping.

5 Bidder Qualification

5.1 MINIMUM QUALIFICATIONS OF BIDDERS

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

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.

- 5.1.1 Bidders are to provide the following information about their company.
 - Description, including a short history, business plan and services offered
 - Years In Business
 - Business Information Form (attached) must be completed.
- 5.1.2 Provide three customer references representative of accounts which are comparable in size to UC Merced.
- 5.1.3 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. (For confidentiality, these documents may be provided with only the original bid document.)

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

5.2 POST-QUALIFICATION

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

6 Method of Award

6.1 PROPOSAL EVALUATION METHOD

Proposals will be evaluated using a two-step evaluation method. Proposals will be evaluated based on supplier qualification information provided in response to Section 5 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 supplier 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 75% of the total quality points available will be considered non-responsive and eliminated from further consideration. Price, although a consideration, will not be the sole determining factor.

6.2 EVALUATION CRITERIA

Quality Points will be awarded for each of the following criteria. Scoring will be based on the suppliers' responses to the RFP, information obtained from industry analysts, supplier-supplied references, and personal and other institutions' experiences. 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 supplier response does not pertinently inform us as to the supplier's situation regarding the criterion.

- 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

6.3 COST BASIS AND COST PER QUALITY POINT CALCULATION

The total proposed cost based on UC Merced's estimated initial requirements will be divided by the quality point score to determine the cost-per-quality point score for each proposal. The following formula will be used to compute the Bidder's cost-per-quality point score:

$$\frac{\text{Cost}}{\text{Quality Point Value}} = \text{Cost-per-quality point score}$$

6.4 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.

6.5 FINALIST SELECTION

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

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

Phase I: - Selection of finalists

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

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

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

6.6 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.

7 Terms and Conditions

7.1 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 “Special Terms and Conditions for Maintenance, Supplement 2”.

7.2 SUBCONTRACTORS

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

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 architectural or other design services
- Any engineering services

7.3 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 3% or a mutually agreed upon amount not to exceed 5%. 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.

7.4 USAGE

The University does not guarantee any actual usage amounts within the resulting contract.

7.5 UNIVERSITY OF CALIFORNIA EMPLOYEES

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

7.6 CONFLICT OF INTEREST

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

7.7 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.

7.8 UNIVERSITY'S RIGHT TO REJECT OR MODIFY

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

7.9 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 Supplier and University.

7.10 DISCLOSURE OF RECORDS

All bids, supporting materials, and related documentation will become the property of the University.

This RFP, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by The University for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend:

“CONFIDENTIAL INFORMATION”

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of The University for information that has been designated as confidential by the bidder and on the basis of that designation, the University denies the request for information, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

7.11 FORM OF AGREEMENT

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

7.12 PERFORMANCE STANDARD

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

7.13 MARKETING REFERENCES

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

7.14 INSURANCE REQUIREMENTS

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

7.15 OSHA REQUIREMENT

Supplier warrants and represents that the equipment to be used shall conform to all applicable standards and requirements of the California Occupational Safety and Health Act.

7.16 AUDIT REQUIREMENT

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

7.17 PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS

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

7.18 PRICE REASONABLENESS

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

7.19 TERMS INCLUDED AND ORDER OF PRECEDENCE

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

7.20 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.

7.21 WARRANTIES

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

7.22 TERMINATION OF AGREEMENT

University may terminate the subsequent Agreement without cause, in whole or in part, with thirty (30) days written notice.

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

8 Cost Proposal

8.1 PRICE QUOTATION FORMAT AND CONTENT

Provide the following pricing information:

- Completed Cost Sheet; Prices are to include all of the following: labor, supervision, overhead, equipment set-up, equipment take-down, monitoring, item/furniture movement
- The discount or other basis on which the prices were calculated for all products and services proposed.
- Show discounts that will be afforded UC Merced for each category of product and/or service throughout the term of the resulting agreement.
- Show any early/prompt payment discounts offered.

9 Bidder Certification/Signature Page

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

Certificate of Current Cost or Pricing Data

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

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

10 Attachments

- 10.1 UNIVERSITY OF CALIFORNIA APPENDIX "A" (TERMS AND CONDITIONS FOR PURCHASE)**
- 10.2 UNIVERSITY OF CALIFORNIA SUPPLEMENT 2 (SPECIAL TERMS AND CONDITIONS FOR MAINTENANCE)**
- 10.3 BUSINESS INFORMATION FORM**
- 10.4 ATTACHMENT A (COST SHEET)**
- 10.5 ATTACHMENT B (BIDDER INQUIRY FORM)**