

**University of California (UC)
Request for Proposal # 002343**

RFP - DORM FURNITURE - UC SYSTEMWIDE – MARCH2021

Dorm Furniture and Related Services

On behalf of the University of California and OMNIA Partners and other government agencies and non-profits

RFP EVENT AND PROCESS SUMMARY

SECTION 1 – General Information

A. Purpose & Objectives of the Request for Proposal (RFP):

The purpose of this Request for Proposal (the “RFP”) is to invite qualified furniture manufacturers (Suppliers) to prepare and submit proposals to the University of California (“UC”) to provide Dorm Furniture (“Goods”) and related services, directly to UC locations and OMNIA Partners Participating Public Agencies in accordance with the requirements set forth in this RFP. Services may be subcontracted through a dealer/installer company to provide for delivery/installation, and warehousing (“Services”); together, the (“Goods and Services) all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. Other services including (but not limited to) design, and furniture remanufacturing or refinishing (“Optional Services”), are highly desirable and will enhance the offering of a Manufacturer. Potential proposers should note, the UC has partnered with OMNIA Partners, Public Sector, to make any resultant agreements, a national cooperative agreement, thus allowing public agencies across the country, the ability to utilize the agreement. As stated above, this RFP is directed to Manufacturers of Dorm Furnishings.

The UC system is currently contracted with two manufacturers for the supply of (hardwood) Dorm Furniture through October of 2021. The primary contracts are delivered directly and ecommerce is limited to several local catalogs (no punch-out or hosted catalogs at this time). The overall objective of this RFP is to select multiple manufacturers with similar capabilities (as detailed herein), to assist the UC, and OMNIA Partners Participating Public Agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified proposers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a multi-year business alliance with the UC and OMNIA Partners, Public Sector, thus maximizing the resources of both organizations to most effectively meet the UC’s needs and those of participating public agencies’.

UC system-wide spend for Dorm Furniture (Goods and Services) is estimated at \$35M, for initial Contract Period (5 years). The bulk of these purchases were placed through our two contracted Suppliers. These purchases include the main categories of Dorm Furniture described below in Item C and within Attachment #1, Tabs 1&2.

Utilizing a two-phased solicitation process (Section L), it is the intent of UC to award two to three (2-3) contracts to qualifying Proposers. While the UC may limit the offerings on UC contracts to those items meeting our new Sustainability Policy and requested categories, a Proposer is expected to provide a full book of business for a national program.

Note: There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Proposer shall provide lowest pricing (Tier 3 Pricing) to all UC locations (UC Contract Accounts) for the duration of any contract resulting from this RFP.

B. Contract Term

The UC anticipates resulting contracts to be 'long term', defined as approximately 10 years for purposes of this RFP. Initial contract term, for resulting Agreements, shall be for a period of five (5) years dating from the contract signature date, and will provide for the possibility of five (5) extension years, exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered/exercised. Contract implementation is expected to begin in September of 2021 and contracts activated October 1, 2021.

C. Scope of Work

Although this section reflects the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different requirements. The awarded Proposer will have the ability to offer their comprehensive line of Dorm Furniture Goods and Services nationally.

Qualified Proposers shall provide proposals encompassing both Goods and Services. For the purpose of this RFP, 'Qualified Proposers' are defined in Exhibit 1 of this document, with further definition supplied here. A 'Qualified Proposer' manufactures and distributes product nationally, covering the Mandatory Dorm Furniture items required in Tab 1 of Attachment #1 – Program Pricing Workbook, along with the requirement to provide/source the products listed in Tab #2 of the same attachment. 'Mandated Manufactured' Products, are hardwood bunkable beds, storage, desks, desk chairs, dressers, ladders, guardrails, wardrobes, Lofting Materials; such items used for dorm rooms and/or residential apartments. 'Additional Required Products' (Tab 2), include living room furniture (coffee, end, and media tables) and dining room furniture (table & chairs), a collapsible wardrobe, and a lofting desk; all above products meeting RFP specifications (including UC Minimum Sustainability Requirements and/or Ergonomic Requirements for adjustable chairs (which are a mandated product, but may be sourced). A Proposer must be capable of supplying Installation services and other required services in a consistent manner, either directly or through a sub-contractor. Additionally, they must demonstrate sufficient 'Breadth of Product' within these categories (as an aggregate) to support a national program while offering an adequate product mix for the UC. This shall be further evidenced by a Proposer's completion of Tab 3 of Attachment # 1 to this RFP. This is designed to capture your company's full offerings and to separately identify the products that will satisfy UC requirements; all three (3) Tabs to be uploaded within Questionnaire Section. Awards shall be made to individual Manufacturers; each as a single contracting entity, even when represented by its agents providing sub-contracted services (e.g. installation) and/or other business entities within its supply chain for the purpose of supplying goods and services to UC. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with Dealer, Designer, Warehouse, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the customer.

Goods Scope: As stated above, a Proposer must manufacture qualifying furniture in the main categories of Dorm Furniture listed Tab 1 of Attachment #1 and provide product listed in Tab 2. Breadth of Product will be evaluated when combined with Tab 3 items qualifying for UC and all offerings. Exhibit 2 –Product Specifications detailed specifications for Attachment #1 –Tabs 1&2.

Services Scope: The scope of the services component of the RFP includes, but is not limited to, the ability to provide delivery, installation, and warehousing services. Installation labor for Dorm Furniture, most often involves standard labor rate (see Section 2.B.2.A) but may require the payment of prevailing wage for special work. These services are frequently coordinated with a single Customer contact, but may require working in conjunction with multiple departments or staff (Project Managers, Architects, Facilities, etc.) for completion of a project. Specific ordering/process requirements to be determined during the ordering/planning phase.

D. Background and Organizational Context:

University of California

Known for academic excellence, the University of California is a large and complex University system devoted to scholarship, research, and public service. The University of California system currently has ten campuses, five medical centers, and three national laboratories with 238,000 students and more than 190,000 faculty and staff. Additional general information can be found at: <http://www.universityofcalifornia.edu/>.

Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources and education and innovation for the public good. Today, its ten campuses and five medical centers are nationally recognized living laboratories of sustainability. UC's institutional sustainability commitment began in 2003 through a student initiative that led to the UC Regents to adopt the Presidential Policy on Green Building Design and Clean Energy Standards in 2004. The now named 'Sustainable Practices Policy' (pdf) has been expanded over the years to include climate protection, transportation, recycling and waste management, procurement, food and water. **As part of this RFP, you will be asked to review the policy, with its latest additions** relative to 'Indoor Furniture' and how it relates to your product line offerings. Information can be found in Exhibit 3 of this document or at <https://ucop.edu/sustainability/>. University of California locations, are as listed below:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with Dorms primarily located in Oakland and Sacramento, California, and teaching/administrative Dorms in Washington, D.C.
- The Division of Agriculture and Natural Resources – Comprised of over 60 local Dorms and Research and Extension Centers located throughout California, and County Cooperative Extension Dorms.
- UC Hastings College of Law
- Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- Additional centers and Dorms as further detailed at: <http://www.universityofcalifornia.edu/uc-system/parts-of-uc>.

Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

National Contract

The University of California, as the Principal Procurement Agency, defined in OMNIA Partners' Exhibit A has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached as OMNIA Partners' Exhibit A or as otherwise agreed to. OMNIA Partners' Exhibit C contains

additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents Exhibit A, B, F and G.

The University of California anticipates spending approximately \$35 million over the initial five (5) year contract term for Dorm Furniture and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Dorm Furniture and Related Services purchased under the Master Agreement through OMNIA Partners is 100 million over the same period; both resulting in the potential for 270 million over the potential ten (10) year term. This projection is based on the current annual volumes among the UC locations, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

E. Subcontracted Products or Services:

Manufacturers (Suppliers) are required to provide certain mandatory services attendant to the products they offer to the UC (e.g. installation and warehousing) and are desired to provide other optional services such as design, furniture remanufacturing, and furniture refinishing. Further detail is provided herein. This may require the use of subcontractors in the performance of proposed service and/or sourcing product from another manufacturer. As a "Primary Supplier", submission of a proposal will acknowledge a Proposer assumes principal responsibility for products and services offered through this RFP and/or execution of any future contracts awarded as a direct result of this process.

F. Issuing Office and Communications Regarding the RFP:

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only Dorm authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Proposers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the University of California Proposer registration and sourcing web system (CalUsource) (as further detailed herein).

Yvonne Macon
MRO Commodity Manager
University of California Office of the President
E-mail: yvonne.macon@ucop.edu
Phone: 530-752-5684

If a Proposer is found to be in violation of this provision, the UC reserves the right to disqualify that Proposer from further consideration.

G. RFP Key Dates and Schedule of Events

Proposers interested in submitting proposals in response to this RFP should do so according to the schedule as reflected in Timelines section in the CalUsource portal. A Proposer may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC. For your convenience, dates are consolidated in a table below:

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the Proposer’s responsibility to read the entire document, any addendums and to comply with all requirements listed herein.

RFP - Estimated Dates	RFP ACTIVITY
2021 - March 24th	RFP Issuance
2021 - April 13th	Pre-Proposal Web Conference 10:00 -11:00 PDT - (This is Optional for Suppliers)
2021 - April 19th	Questions due
2021 - April 23rd	Questions answered
2021 - April 29th	Proposers’ Responses Due by 3:00 pm PDT
2021 - May 1st to June 1st	Phase1: Evaluation Process (Technical scores & Price evaluation)
2021 - June 8th - 9th	Phase 2 - (If required) Delivery of select furniture pieces to UCD
2021 - June15th - Aug.30th	Final scores, negotiations, contract development
2021 - Oct 1	Contracts loaded

Pre-Proposal Conference April 13, 2021, 10:00-11:00 PDT - Attendance is non-mandatory

Location: NON-MANDATORY SUPPLIER WEB CONFERENCE VIA ZOOM APPLICATION.

Web Conference Meeting Link will be provided to Suppliers who register and acknowledge Guidelines Requirements. Link and number will remain available during time of Supplier Conference. If a Proposer is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion. If a Proposer is unable to attend the Pre-Proposal Conference, they may access the recorded Webinar and thereafter, submit any unanswered questions through the CalUsource System/Discussion Forum.

The purpose of this conference will be to clarify the process and contents of this Request for Proposal for potential Proposers. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy may be presented to the UC at this conference, time allowing. The UC may choose to answer questions at that time or to request they be entered within the ‘Discussion Forum’ of

the RFP. Question can be answered individually or consolidated and answered within a written addendum/amendment to the Request for Proposal. Oral statements or instructions, outside of this process, will not constitute an addendum/amendment to this Request for Proposal.

H. Addenda to the RFP

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the UC via the CalUsource portal. Any addenda to this RFP will be distributed to all participating Proposers via the CalUsource portal. The UC will not be responsible for failure of any prospective Proposer to receive such Addenda. All Addenda will become part of the RFP.

I. Instructions for Submitting Proposals

Method of Submission

Proposals, in response to this RFP, must be submitted online using CalUsource no later than the time and due date reflected in the CalUsource portal. No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

Responses will take time to enter into the CalUsource portal. It is highly recommended that Proposers go through the Proposer Resources at <https://CalUsource.net/Proposer-resources/> for guidance on how to navigate and use CalUsource.

If you have questions about CalUsource, please contact UC Procurement Services Support at support@ucprocure.zendesk.com. For any technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

Proposal Submission and Structure

Proposers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Program Pricing Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Proposers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Proposer's eligibility to participate in future UC business. RFP components, as noted above, are outlined as follows:

1. **Guidelines/Prerequisites Section** (Read and Acknowledge):

All documents must be read and/or acknowledged (when indicated), as a prerequisite of submitting a proposal.

- RFP Event and Process Summary (this document including Exhibits 1-4)
- UC Terms and Conditions of Purchase
- Supplier Bid Response Quick Reference
- OMNIA Partners Exhibits (Requiring Acknowledgement only)
- OMNIA Partners Exhibits (Requiring Responses/Uploads)

2. **Questionnaire Section/Graded Criteria** (Respond to each question & upload where requested)

Questions are categorized for your viewing and responses; such responses to be evaluated and graded by UC Evaluators. Attachments may be requested/necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment. **Attachment Naming Convention Example is provided below:**

- XYZ Company Dorm Furniture RFP_, Questionnaire-Sustainability, #3

Pricing -The Questionnaire Section includes a Category titled “Program Pricing Responses”. A Proposer will be uploading a completed Attachment #1 – Program Pricing Workbook (3 Tabs) into question #1 of that category. You will also be requested to upload visuals, covering Tabs 1 & 2 within the same category (question 2).

Proposer must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, unless requested, and may be disqualified for providing superfluous materials.

3. **RFP Attachments Section** (Review and/or complete & upload within Questionnaire):

Attachment #1 – Program Pricing Workbook - As guidance, Attachment # 1 contains the following Tabs:

- Tab 1- UC Mandated Product (Proposer must manufacturer 85% of items)
- Tab 2- UC Additional Required Product (must manufacturer or source)
- Tab 3 - Total Catalog Offering (full catalog offerings (balance of line) w/ special notation for items meeting UC requirements).

Collusion among proposers is not allowed. If there is proof of collusion among proposers, all Proposals involved in the collusive action will be rejected. Proposers must operate within the guidelines of all Federal and State Labor Codes. Late proposals will not be accepted unless it is the UC's determination that UC technical issues or other similar issues are responsible for the delay or failure.

The below would serve as a check list for a Proposer when completing this RFP:

- ✓ **ACKNOWLEDGE**
 - Items within Guidelines
- ✓ **DOWNLOAD**
 - Attachment #1 – Pricing Program Workbook (3 Tabs)
 - OMNIA Partners' Exhibits A, B, F, G
- ✓ **CREATE**
 - Tab 1&2 Visual File/Catalog (no pricing)
 - Tab 3 Total Catalog Offering Visual File/Catalog or Link (no pricing)
- ✓ **COMPLETE**
 - Attachment #1 (3 Tabs)
 - Questionnaire Section (all questions)
- ✓ **UPLOAD** (within Questionnaire)
 - Attachment #1 Pricing Program Workbook
 - Visuals - Attach #1-Tabs 1&2
 - Visuals - Total Catalog Offerings
 - OMNIA Partners' Exhibits A, B, F, G

J. Proposer Questions Concerning this RFP

Each Proposer is 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, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Proposer questions will be made available to all Proposers that submit a notification via the CalUsource portal of their intent to bid.

K. Proposal Evaluation and Agreement Award

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and

total cost, available volume discounts, and other elements of value to the UC). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP. Awards shall be made to individual Manufacturers as a single contracting entity, even when represented by its agents and its other business entities within its supply chain for the purpose of supplying goods and services to UC under a contract. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the

2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the UC's specifications. For the purposes of this RFP, Supplier responses, will be evaluated using the following criteria, noting relative importance:

1. Program Pricing/Cost – 30%
2. Company Profile/General Capabilities - 24%
3. Services – 24%
4. Sustainability – 15%
5. Pricing Terms and Product – 7%

Note: Sustainability of product and service is also incorporated within the mandatory requirements of this RFP

3. The UC may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, sandbox testing, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability.
4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does not comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.
5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.
6. The UC also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, make no award, award for Goods only, Goods and

Services, or Services only. The UC reserves the right to award any number of local or national contracts at the same time. The UC reserves the right to withdraw this RFP at any time.

7. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as the contents of the proposal response as accepted by UC and will be in writing. The UC's selection may be made based on the initial proposals, post Phase II proposals, or UC may elect to negotiate with Proposers selected as finalists or Apparent Awardees. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Agreements shall be direct contracts with awarded manufacturers (template provided in Guidelines Section), however, during the contract execution phase of this sourcing process.
8. Experiences with the UC and entities, that evaluation committee members represent, may be taken into consideration when evaluating qualifications and experience.

L. Multi-Phased Initiative

This Initiative will consist of the following separate phases:

1. Prerequisites:

Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines Section in CalUSource before advancing in the proposal process. Any exceptions will be noted by Proposer during the solicitation process and may be reason for disqualification.

2. Phase I: Selection of Finalists

Submission of Proposals. Finalists will be identified based on the quality and responsiveness of the written proposals as detailed in Item 1 above. The UC may at its discretion, elect to award to the top 2-3 suppliers based only on the Phase I results, if it is deemed unnecessary to conduct a Phase II evaluation. Such evaluations are performed to verify quality and construction assertions made within Supplier Responses and/or to further question Responders in an online interview. Phase II evaluations are considered 'likely' for this RFP and (if utilized) would result in a score which would then be added to a finalists Phase I score; culminating in a final Total Score.

3. Phase II: Finalist Samples and Presentations (At UC Discretion)

a. If requested, identified finalists will provide samples to the UC, for review by the UC RFP Committee. Owing to the current pandemic, a traditional on-site group evaluation is not expected to be utilized. In its place, a single campus shall receive product from finalists and host a UC Committee review of samples, via Zoom and with the assistance of a single onsite team.

b. In addition, Proposers may be requested to provide a presentation via Zoom and answer questions developed by an interview committee concerning the company and/or ability to provide services in a manner consistent with the requirements of this RFP. If the need exists, a finalist may be asked to display construction process/quality of construction (joinery, veneer and plywood core cut-aways, solid wood sections, hardware, etc.). The UC reserves the right to require these presentations or to deem them 'not necessary'. In the event presentations are conducted, information provided during the presentation process shall be incorporated in the scoring of Phase II.

NOTE: The UC shall not reimburse the proposer for any costs associated with Phase II evaluations or the samples requested. Note: An evaluation will be accomplished promptly and a Proposer will have opportunity to retrieve furniture (estimated to be a three (3) day turn-around period).

M. Proposal Preparation Costs

All costs incurred in the preparation and submission of Proposals and related documentation, including proposer's presentations, demonstrations and provision of the Services to UC for independent testing purposes (noted in Item L), will be borne by the Proposer.

N. Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

O. Pricing Terms

Attachment #1 will require pricing for Mandatory Items and will offer an opportunity to price all remaining goods. **Pricing is not to be stated/shown elsewhere in the RFP.** Pricing shall be stated as fixed pricing, subject to increases as noted below. The UC requests pricing be quoted with volume considered. Specifically, three (3) Tiers shall be provided, each indicating a larger volume commitment or larger contracting entity (system w/ multiple locations. Tiered pricing is intended to apply to Participating Agencies/systems meeting the pricing criteria and residing wholly within the regions covered by a Proposer who is awarded a contract. Note: Tier 3 Pricing, as quoted, applies to the UC and shall continue to apply throughout the life of any agreement.

1. Pricing, as resulting from this RFP process, shall remain firm for the first twenty four (24) months of the initial term of any agreement (5 years) awarded pursuant to this RFP. This 24 month period shall be the "Initial Pricing Period". Following the "Initial Pricing Period", price increases will be allowed annually and calculated using the Bureau of Labor Statistics (BLS) Producers Price Index Industry Series ID PCU337127337127B, which shall be compared to the same month (September) year over year. All prices must be verifiable and auditable from the date of the contract award.
2. In addition to any decrease in cost during the Contract term, owing to a change in market conditions, a Supplier may conduct special offers or promotions involving price reductions for a specified lesser period. Supplier may offer Participating Public Agencies competitive pricing lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
3. Price Change Notification Period and Exception
 - a. With the exception of item O.2 above, any proposed price changes will require a notification period of 60 days prior to the desired date of change (annual change). In addition, price increases for any renewal periods must be supported by documented evidence of supplier cost increases. If the Proposer's list price is reduced, UC shall benefit from a corresponding price reduction based on the discount levels offered by Proposers.
 - b. In an emergency or disaster recovery situation in which federal funding may be used, a Proposer shall not utilize pricing based on the model of "cost plus a percentage of cost" or pricing based on "time and materials". If "time and material's is necessary, the Proposer must list as an exception to this requirement and provide a ceiling price, which if exceeded, would be at the Proposer's own risk. Note: Proposer is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

P. No Mandatory Use

Proposer is advised that there is no mandatory use policy at the University of California for agreements. As a result, UC does not guarantee any specific amount of business forthcoming from this RFP. In addition to the above, no amounts of purchase, either quantity, particular products, or dollar value, are guaranteed. In addition, the University reserves the right to separately bid any

procurement that is part of a construction “project” (as that term is defined in California Public Contract Code section 10500). However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Proposers are expected to garner a very large percentage of the total available UC business.

Q. Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.
2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked “Trade Secret Information” or “Confidential Information.”
3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, UC denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

R. Business Review/Business Reports

Proposer shall meet with the UC for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and address additional topics pertinent to the relationship towards the UC’s strategic goals. For each Business Review, the Proposer must provide pertinent performance and management reports detailing a wide range of information (purchase volume with item detail) related to the resulting agreement at both the UC-wide level and for each individual UC location.

S. Errors and Omissions:

If the Proposer discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Proposers who have access to this RFP. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal

T. Order Packaging, Labeling and Invoicing

Each order shall be wrapped/padded in a secure fashion to prevent movement and potential damage to product(s). Packaging (or ‘shipment’ for FTL orders). Order shall be verified and UC shall be provided appropriate documentation from delivery driver or Lead Installer. Information shall include:

- Purchase order number and/or Procurement card (P-Card) identification numbers
- Order date
- Ship to name & address
- Description, quantity and catalog number of the item(s) ordered (not as a label that is affixed)
- Other information, as requested by the ordering department.
- Material Safety and Data Sheets (MSDS) as needed

Packing slips should be attached to the outside of the package (or FTL shipment) such that it can be inspected by receiving department. Proposer shall adhere to packing requirements as listed within UC Sustainability Policy, noting efforts for overall reduction of packaging materials, recycling of packaging materials, and bans on the use of polystyrene packaging material. Any exceptions should be noted with your exceptions document, if any.

U. Liquidated Damages (UC specific)

1. An acceptable installation date will be established in writing by mutual agreement of UC Buyer, Proposer/Manufacturer (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) and/or Supplier fails in timely delivery, Supplier shall bear all liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply, at the discretion of the UC.
2. A protocol for Acceptance and Adjustments is provided within Section 2, Program Requirements allows for a Proposer to provide a temporary remedy for missing or damaged furniture pieces or orders. If a Proposer fails to abide by this protocol for replacement or loan of furniture damaged or not delivered as specified in an order, a Proposer shall bear all liability for damages incurred by Buyer related to such failure by Proposer and liquidated damages may apply, as noted below:
 - Two hundred dollars per day per each student who is impacted by non-delivered and non-useable bedroom furniture. This figure is based upon one hundred and fifty dollars per day for hotel costs and fifty dollars per day for meals and incidentals, as allowed for students by the University.
 - Fifty dollars per day for each apartment impacted by non-delivered and non-useable common space furniture such as end tables, coffee tables, dining table and chairs.Any liquidated damages occurring that result from failure on the part of the Supplier will be deducted from Supplier's final invoice payment. The UC may choose to dismiss or apply, these charges, at UC discretion.

V. Termination of Agreement

Any agreement resulting from this RFP may be terminated in whole or in part by University (for cause and/or for convenience) with a written one hundred and eighty (180) day notice without penalty. Any agreement resulting from this RFP may be terminated in whole or in part by Proposer (for cause only) with a written one hundred and eighty (180) day notice without penalty.

W. Order of Precedence

In matters of conflicts of terms, the order of precedence shall be as follows: 1) Final Contract(s) awarded from the RFP; 2) RFP Documents (and referenced documents) as found in CalUsource with any addenda and any written communications evidencing agreement relative to the contract.

X. Exceptions:

The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by the University. Please note, any exceptions to Minimum Mandatory Requirements (as explained below) or the Mandatory Product & Service Requirements (within the Guidelines/Prerequisites and within this document), may disqualify a Proposer's submittal.

SECTION 2 – Program Requirements

A. Mandatory vs. Desirable

All requirements listed in this RFP are to be considered as Mandatory, unless noted as Desirable/Graded or Optional. Mandatory Requirements are defined as standards that if not met or supplied by the Proposer, the UC reserves the sole right to reject proposal(s) without limitation. They can be found within the Guidelines/Prerequisites and all portions of this document. In addition, the University reserves the right to disqualify any supplier without experience in servicing a large/similar account as a primary provider of Dorm Furniture. Financial Statements may also be required of an Apparent Awardee. Submission of a Proposal is a Manufacturer's confirmation, they meet the mandatory requirements of this solicitation.

Graded/Desirable Criteria can be found within the questionnaire portion of this RFP. Each Proposer's submission (for PHASE #1) will be evaluated/assigned quality points based on these questions. Some require completion of attachments. Your responses to the Questionnaire portion of this solicitation, including any 'Questionnaire Attachments', will comprise your graded score and/or further evidence your capabilities or offerings, which are requirements within this RFP. A Proposer is encouraged to complete all questions.

B. Program Requirements

Mandatory Requirements are divided into sections as listed below:

1. Company Profile/General Capabilities
2. Services
3. Sustainability
4. Pricing Terms and Product

1. Company Profile & Capabilities

Administration - Supplier shall provide the following program administration functions:

- Account Manager to coordinate:
 - Program implementation (see Implementation Plan).
 - Conduct annual business review meetings with UCOP Contract Administrator
 - Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
 - Serve as a single point of contact (SPOC) for the UC or other Tier 3 Contract Accounts for issues or tracking of orders
- Proposer is required to provide an implementation plan with their proposal, covering the items below. This will be done within the Questionnaire Section of this RFP. This plan should address implementation and a customer transition plan which align with the various facets of this RFP and a plan for a phased rollout by October 1, 2021. Any finalist may be asked to further detail this plan in a presentation to Evaluators, as part of any Phase II evaluation.
 - Catalog development w/ Price List availability to UC Locations
 - Campus Profile Development (UC systems and contacts)
 - Marketing and Business Development

General

- Manufacturer must have the capability to deliver, install, and service all UC locations in California and the ability to provide the same (product and installation) for a national program.
- Manufacturer shall have at least one manufacturing location within the Continental United States.

- There shall be no minimum order requirements (quantity, dollar size, etc.) for Tier 3 Contract Accounts
- Only Proposers who can clearly demonstrate financial stability and proven capabilities in providing the mandatory furniture and services to universities and agencies of a similar size and scope, will be consider for RFP award.
- Furniture provided through any resulting contract, must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act where applicable (ADA), etc. <https://www.bifma.org/page/StandardsShortDesc>
- Manufacturer/Proposer must be in full compliance with specific building and fire code restrictions on all jobs.
- Manufacturer/Proposer shall agree to follow protocols as established herein, pertaining to the Acceptance and Adjustments process as detailed under Installation.

Ecommerce, Invoicing, and Settlement

- General Catalog: Proposer will provide an electronic file or online catalog of Proposer's general (full) offerings, providing detail of products including graphics, specifications, photos, and pricing reflective of this award.
- UC Catalogs: Proposer will create an electronic, customized catalog file of UC contract specific products with graphics, specs, photos and UC pricing. Proposer will update the UC-Proposer Catalog, on a bi-annual basis, to include any campus requested (customized) items.
- Invoicing: Proposer, at a minimum, must provide invoices via email, fax, or Customer portal if requested by a campus location. Proposer may describe their advanced capabilities, within the Graded Questions section of this RFP. Note: Paperless invoicing can be negotiated on a case by case basis with Participating Agencies if requested.
- Payment: At a minimum, Proposer is required to receive payment via ACH or paper check (least preferred method). Each Proposer will be asked to declare their more advance capabilities and to state their preferred method of settlement, within the Questionnaire section of this RFP and to detail any more advanced capabilities.
- Liquidated Damages (LD) and Missing Delivery Dates: (UC Specific) any failure by Proposer, as noted in Section 1.U which result in the application of liquidated damages, will be deducted from payment to Supplier, at discretion of the UC.

National Program

- Manufacturer must complete and upload OMNIA Partners Exhibits A, B, F, & G, found within the Questionnaire Section of this solicitation and marked as National Program.
- If Proposer anticipates Participating Public Agencies will sign a service agreement, Proposer must include their company's standard service agreement with their RFP response.
- As noted in Company Profile/Capabilities (General) Proposers must have the capacity to deliver and install products nationwide with some regional exceptions.

2. Services

A. General:

Specific Delivery & Installation Service Standards, have been detailed for the UC System and OMNIA Partners Participating Public Agencies. All Proposers will align their pricing to those services standards when quoting on Attachment #1 – Program Pricing Workbook. Certain services are incorporated into Proposer's pricing (e.g. warehousing for 30 days, free of charge is required for Tier 3 accounts).

Standard Installation vs. Prevailing Wages – Suppliers will abide by UC Fair Work/Fair Wage Policy (see Article 25 of UC Terms & Conditions of Purchase), as well as all state or local regulations for standard installations of Dorm Furniture at UC locations. If special services are sought/required by the Purchase

Order, Proposer shall apply appropriate prevailing wage for those additional services. The following listed processes are deemed part of standard installation:

- Delivery of materials that will not be installed by the delivering Supplier
- Assembly of unattached, freestanding furniture
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code

Customer Satisfaction and Service Standard Metrics- Successful Proposer(s) will be responsible for product satisfaction. Proposer(s) will act as a customer advocate and coordinator for communications with the Proposer. Proposer(s) responsibility for support continues even if the Proposer discontinues selling a product to the extent that resolution is possible. Proposer shall provide Toll-free number for order placement and focused customer service team for Tier 3 Contract Accounts. Each Location has means to determine their internal level of customer satisfaction and if Supplier is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

Storage: First 30 business days of product storage is required at no cost to Tier 3 Contract Accounts. Your rate for storage service beyond 30 days is requested within the Questionnaire Section of this RFP.

Returns/Damaged product - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer/Supplier, shall be replaced or picked up by the Supplier within 10 business days after notification, at no cost to the UC or participating agencies. Thereafter a credit shall be issued (if applicable) within 10 business days of retrieval. If furniture is being replaced, shipment shall be expedited and pick-up of damaged/incorrect goods shall be accomplished before, or during, the replacement delivery, with UC approval. There shall be no restocking charges or additional shipping charges, etc. for these items. If this requirement cannot be scaled to the national level, an exception may be noted for that program.

Return of Standard Goods (Customer Error) - Supplier agrees to accept returns of standard merchandise from Tier 3 Contract Accounts, with Supplier written authorization and if requested within sixty (60) days of product delivery. Unauthorized returns will not be accepted. Proposer may charge a restocking fee; such fee to be declared within the Qualitative Question Section of this RFP.

Material Samples - A Proposer may be ask to provide samples/pieces of goods to Tier 2 & 3 Contract account customers, within reason and when requested.

Proof of Delivery - Proposer's lead installer will provide copies of all Bills of Lading to the UC location site representative before the completion of the project and official sign-off.

Response Times – Proposer will maintain a Customer Service Contact phone number and email and must acknowledge the following service standards and provide minimum guarantees to consistently adhere to the standards. Please provide any exceptions to these response times and specify impacted locations or regions beginning with any exceptions to any UC campus or participating public agency.

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Quote for project	within 2 weeks of request or site visit
PO (from UC) to acknowledgement	24 hours for confirmation and delivery date
Standard delivery lead time	90 days
Storage	30 business days free
Credits/Claims	within 10 business days from pick-up
Requests for reports	within 10 business days
Returns (T-3 Customer error)	14 business days from date of agreement w/

Customer/notification to Supplier. NOTE: for Supplier error, see above–Damaged/Returned Product)

The minimum quality of service standards set forth above recognize that occasional errors are likely; however, the Proposer further agrees to use best efforts to achieve 100% quality of service level. Should, however, the quality levels fall below the minimum standards and the supplier does not take corrective action, the UC may terminate the agreement. Please describe your escalation process and contacts for addressing service failures.

B. Installation and Project Management

Furniture Placement - Furniture and other related items will be unpacked, uncrated, assembled, installed and placed in rooms according to plans and/or drawings agreed to between the Supplier and the Campus Site location. Said installation shall be in accordance with the manufacturer's instructions by workers skilled and familiar with furnishings installation. Furniture will be set level, plumb, square and true. A final wipe down of furniture shall be done and items left in a condition ready for use.

Job Site Requirements:

- During installation, the Supplier's Project Manager and a qualified and certified installer will be present to supervise, expedite and monitor the installation services at the site.
- It is the Supplier's responsibility to ensure that the labor used during the delivery to the site and during the installation will wear an appropriate company uniform, i.e., T-shirt with printed company logos.
- The Supplier's Project Manager will coordinate with the Campus Site Representative for access onto the site and use of elevators. Work will be accomplished with a constant effort to eliminate unnecessary noise, obstructions and other annoyances. Supplier's Project Manager will be responsible for maintaining all areas of the job site premises in which work is being performed in a neat and orderly condition. Remove from premises crates, cartons, wrappings and waste at the completion of each working day. Supplier will be liable for the replacement or repair of any damage to University property caused by the installation of the furnishings. The University's judgment shall be final in allocating responsibility for damage.
- The University's regulations, wherein work is to be performed, regarding parking, receiving, handling, and storage of materials and equipment, safety, smoking, fire and other regulations shall govern Supplier. Supplier shall keep the premises, streets, and sidewalks clean of debris caused by its work. Supplier shall maintain proper access to areas within the building at all times.
- It shall be the Supplier's responsibility to see that the labor used during the delivery to the site and during the installation, will cause no labor or jurisdictional dispute to occur. No situation within the Supplier's control is allowed to interfere with work being done by other trades. The Supplier shall cooperate with all other trades not directly under its jurisdiction.
- It shall be the responsibility of the Supplier to replace, repair or refinish and leave in perfect condition any damaged item his carrier delivers to the job site. Supplier shall be responsible for the replacement of any item that is damaged prior to the installation, and for the repair or replacement of same at Supplier's expense. Replacement or repair is to be completed at the convenience of the University. All items shall be in proper working order and ready for use before final acceptance.
- It shall be the Supplier's responsibility to coordinate, arrange and monitor required freight services and to file for freight claims.
- If factory shipments cannot be timed to coincide with the installation schedule, the Supplier shall provide warehousing of all specified items until the time of the scheduled installation. All new furnishings delivered to the job site are the responsibility of the Supplier until accepted by the Campus Site Representative.

Acceptance and Adjustments

- After installation and prior to walk-thru, make repairs to furnishing damaged as a result of this

work.

- Walk-through the finished installation with the Campus Site Representative to finalize the final punch list. After all corrections have been completed, conduct one follow-up inspection, which will form the basis of the Campus Site Representative's acceptance and certification for payment.
- In the event that any piece of furniture, as determined by the Campus Site Representative, is in damaged condition that it cannot be used or corrected in the field, a temporary replacement furniture item is to be provided within 48 hours that is acceptable to the Campus Site Representative.
- In the event that any piece of furniture, as determined by the Campus Site Representative, is damaged but can be used temporarily until it can be replaced, the Supplier's Project Manager and the Campus Site Representative will decide on a correction timeline that is acceptable to the Campus Site Representative.
- In the event that there is a delivery shortage of furniture items, temporary replacement furniture is to be provided within 48 hours.
- If temporary replacement furniture is not provided in the described above events, the Supplier will be subject to liquidated damages provision as defined in Section 1.U of this RFP. If temporary replacement furniture is provided within 48 hours, the liquidated damages provision will be minimized. (UC specific)

Project Management Responsibilities - Supplier Project Manager Tasks and Cooperative Services shall include:

- The Supplier will cooperate with each Campus Site Representative to accomplish the following: Assign a Project Manager who possesses clear English language skills in both verbal and written communications. If at any time the University's Project Manager determines that clear communication with the Supplier's representative is not possible, then the University can request an alternate Supplier Project Manager Representative.
- Provide product information when requested within 48 hours, or other agreed upon timing with Campus Site Representative.
- Verify that proposed finishes, fabrics and hardware are suitable for intended applications and meet all code compliances, if required and/or UC Sustainability Policy.
- Compile preliminary schedule information about receiving, delivery and installation information. When finished, provide electronic access to this project schedule timeline and information to the Campus Site Representative.
- Review floor plans. Schedule a pre-installation job walk to discuss site restrictions, safety requirements, staging, delivery, and installation with Supplier's Project Manager, Lead Installer and the Campus Site Representative, and when appropriate, General Contractor, within 60-90 days prior to scheduled delivery and installation. Verify critical dimensions of the jobsite to assure ability to deliver and install furnishings.
- Verify lead times and shipping dates and compare with each individual campus's required installation dates and notify Campus Site Representative of any discrepancies.
- Prior to delivery or move-in, confirm scheduled shipping and delivery dates. Continue checking and reconfirming dates on a weekly basis until installation. Submit written job status reports to the Campus Site Representative on a weekly basis or other agreed upon timeline, covering any changes to estimated shipping and receiving dates. The final confirmation to be no later than one week prior to installation.
- Reserve specified fabrics, drawer hardware, wood and keyboard tray assembly (if needed) and obtain pre-approval on alternate materials to meet the agreed upon schedule.
- Review access to and security of jobsite with respect to freight truck delivery.

3. Sustainability (UC Specific)

Policy pertaining to this RFP - Exhibit 3 of this RFP details all minimum requirements as established by the UC Sustainability Policy for Indoor Furniture. A Proposer must review these prior to completing documents requiring verification/adherence to this policy. Please begin research early.

CSR Assessment - A Customer Social Responsibility assessment will be required of Awardees after an agreement is executed with UC. UC is currently contracted with EcoVadis for this purpose. A Proposer shall begin this process within 90 days of contract signing for the purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and measuring ongoing improvements. If a supplier's score meets, or is above, the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of five (5) years). If a Supplier has conducted a CSR assessment through another company, which provides essentially the same information, the UC may choose to accept this report as an alternative

4. Product and Pricing Terms

Required Product Categories – These are listed below and on Tab 1 & 2 of Attachment #1; subject to any sustainability (UC Specific) requirements stated herein.

TAB 1 – Manufactured by Proposer

- Bunkable XL Twin Beds (hardwood)
- Storage (hardwood pedestals and under-bed chests)
- Computer Desks (hardwood & mixed metal)
- Bookcases/Carrels (hardwood)
- Desk Chairs (hardwood & height adjustable metal/plastic) Note: HAT chair may be sourced
- Dressers (hardwood)
- Ladders, guardrails (hardwood)
- Guardrails (hardwood)
- Wardrobes (hardwood)
- Lofting Materials (bed ends and stabilizer bars)

TAB 2 – Manufactured or Sourced by Proposer

- Living room furniture - end tables, coffee tables, and media tables) in hardwood, mixed media, and supplier choice)
- Dining room furniture - tables and chairs in hardwood, plastic laminate/mixed media, and supplier choice
- Collapsible Wardrobe (veneer plywood and MDF)
- Lofting Desk (flat worksurface spanning the length of an upper bunk) with full HPPL Desk Top with 3MM PVC edge banding (photo provided in Exhibit 2)

New, Value Add, and Discontinued Products –

1. Successful Proposer(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Proposer's offerings are likely to occur during the life of any resulting contract from this RFP. A full book of business is expected to be available to OMNIA Partner Participating Agencies and additions may be made (after review and approval) without amendment, however, offerings for the UC use will be subject to a separate review and approval of the Contract Administrator and amendment process.
3. UC will accept additions of goods customized at a campus's requests without amendment, provide it resides within the scope of the original award. The UC will consider these additions as enhancements and pricelists will be updated by Supplier and made available. Other UC additions will be considered through the review and approval process.
4. Successful Proposer(s) shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.
5. Total Catalog: Proposers may offer their full breadth (balance of line product), parts and service offerings, which will be evaluated for qualitative points and reviewed for use at UC locations.

Warranty – Proposer shall warrant to the original purchaser that all items will be free from defects in materials and workmanship for a period of Ten (10) years from the date of delivery. Solid wood merchandise shall have a full and extended warranty of Twenty (20) years from the date of the delivery. Height Adjustable Chair shall be warrantied for 10 years (repair or replace), with 5 years offered on foam and upholstery. The warranty is transferable within UC campuses. Any warranty items will be repaired or replaced at Supplier's discretion. Supplier will repair or replace all defective items at no charge.

Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied governmental tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from a country subject to tariffs (e.g. China). Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax. All claims for shipments will be the responsibility of Proposer.

The below exhibits, are incorporated and referenced throughout the RFP.

EXHIBIT 1 – Definitions

EXHIBIT 2 – Product Specifications

EXHIBIT 3 – Sustainability Policy Requirements (UC only)

EXHIBIT 4 - Reporting Requirements (UC only)