

**The Regents
of
the University of California**

***REQUEST FOR PROPOSAL (RFP)
FOR***

Information Technology (IT) Temporary and
Professional Services

***RFP# 002215
Date Issued: 1/20/2021***



It is the Bidder's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Bidders. It is the Bidders responsibility to watch their e-mail for any addendums, notices, or changes to the RFP or process.

Issued By: The Regents of the University of California

RFP Administrator: Robert Puerzer, Senior Commodity Manager
System-wide Procurement Services
Strategic Sourcing – Professional & Consulting Services
University of California, Office of the President
1111 Franklin Street, 10th Floor
Oakland, CA 94607-5200

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

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SECTION I: UNIVERSITY OF CALIFORNIA OVERVIEW

A) Background

The University of California (“UC”), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to excellence in teaching, research, health care and public service. It is a public institution with annual resources of over \$34 billion and encompasses ten campuses, six medical schools and five medical centers, four law schools and a statewide Division of Agriculture and Natural Resources. The University is also involved in the operation and management of three national laboratories for the U.S. Department of Energy.

Systemwide management of the University of California is assigned to the Office of the President based in Oakland, California. Its divisions oversee UC’s academic mission, budget, external relations, legal matters, and business and financial activities (including the UC Office of the Chief Investments Officer). The University is governed by a Board of Regents consisting of 26 members, 18 of whom are appointed by the Governor for 12-year overlapping terms.

Website: <https://www.universityofcalifornia.edu/>

Established: 1868

Fiscal Year: 07.01.20 - 06.30.21

Official incorporated entity: The Regents of the University of California

B) Operations Summary

The UC’s fundamental mission is teaching, research, and public service. Founded as the state’s first and only land grant institution in 1868 the <https://www.universityofcalifornia.edu/uc-system> (UC) has approximately 280,000 undergraduate and graduate students, a workforce of 223,000, and is comprised of the following locations, their adjacent offices, remote offices, and defined as the following locations:

- **Ten Campuses** – UC Berkeley, UC San Francisco, UC Davis, UC Merced, UC Santa Cruz, UC Santa Barbara, UC Irvine, UC Riverside, UCLA, UC San Diego
- **Five Medical Centers** - UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- **UC Office of the President** - A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- **The Division of Agriculture and Natural Resources** - Comprised of over 60 local offices and Research and Extension Centers located throughout California and County Cooperative Extension offices.
- **UC Hastings College of Law**

- **Lawrence Berkeley National Lab**, which is owned by the Federal Government, but managed by the University of California.
- Additional Information is available at:

<https://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. Successful awardee(s) will be required to extend terms of the agreement to all CSU and CCC locations.

CSU Locations:

North	Chico East Bay Humboldt Sacramento San Francisco San Jose Sonoma
Central Valley	Bakersfield Fresno
Central Coast	Monterey Bay Stanislaus
South	Channel Islands Dominguez Hills Fullerton Long Beach Los Angeles Maritime Northridge Pamona San Bernardino San Diego San Luis Obispo San Marcos

SECTION II: INTRODUCTION TO THE REQUEST FOR PROPOSAL

The purpose of this RFP is to solicit proposals from qualified suppliers for Information Technology (IT) Temporary and Professional Services. The objective of this RFP is to select multiple suppliers to drive economies of scale, reduce management and minimize risk. UC will be looking for suppliers that strategically align with the University of California and OMNIA Partners in establishing the most cost effective and efficient procurement program for contingent labor services for UC locations and national Participating Agencies while maintaining high standards of quality and service. UC will negotiate, select, purchase, and implement the solution that, in UC's sole opinion, best matches the requirements described in this RFP.

For the purposes of this RFP, the following definitions apply:

Information Technology (IT): The use of systems (especially computing and telecommunications hardware, software, services, and supporting infrastructure) to store, process, transmit, or otherwise manage, data or information.

Information Technology (IT) Contingent Labor: Contingent workers are defined as freelancers, independent contractors, consultants, or other outsourced and non-permanent workers who are hired on a per-project bases. They can work on site or remotely. Once the project is over, they leave, though they may be called back when another project arises.

IT Temporary/Supplementary Staffing Agencies: which are provided by a supplier's resource, direct employee or subcontractor, on a time and material billing basis. The work product and deliverable(s) are owned by UC or Participating Agencies and not the resource nor the supplier. The resource is an "extra set of hands" under the direction of the Project Manager who is a UC employee or the designated Participating Agency employee. UC and Participating Agency owns the means, method, and manner of the work effort.

IT Professional Services Agencies: Covering services provided by a supplier that utilizes their own resources, direct employees and/or subcontractors, to meet an expected and agreed upon deliverable. Services to be provided are highly specialized functions, typically of a technical nature, with respect to information technology services to the University on a project by project basis; each project to be defined by a mutually agreed to Scope or Statement of Work (SOW), which will be generated independently by each UC location or Participating Agency and may be referenced by that location's Purchase Order. The billing is quoted on a firm, fixed hourly billing rate for the supplier's identified professional services role offered.

Lead Agency: The entity that is conducting the RFP, in this instance, the UC.

National Program: Program as prescribed by OMNIA Partners to market the IT Temp/IT Professional Services contract within the US to 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")

OMNIA Partners: The UC's Cooperative Purchasing Organization that will market the resulting contract(s) to Participating Agencies.

The Bench: Staffing and consulting companies are to have a roster of consultants on their payroll that switch in and out of projects at The University. When these consultants come off a project and there is no immediate next project for them to work on, they are said to be ‘on the bench’.

OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in the National Requirements Document (see OMNIA Partners Exhibit A within CalUsource), has partnered with 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 University of California 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”). The National Requirements Documents (Exhibits A-H under Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.

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, 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. As a channel partner with Vizient (formerly, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. 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 services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. Suppliers benefits from a contract that 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 (The National Requirements Documents – see Exhibits A-H within Guidelines).

The estimated annual volume of IT Temporary and IT Professional Services purchased under the National Agreement through OMNIA Partners Public Sector is approximately \$291.5M.

UC FY’2020 Historical Spend Data	
IT Temporary Spend	\$26.5M
IT Professional Services	\$15M
Estimated Total	\$41.5M

Omnia Partners	
IT Temporary Spend	\$100M
IT Professional Services	\$150M
Estimated Total	\$250M

However, no minimum or maximum volume is guaranteed to Supplier under the OMNIA Partners National Agreement. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Agreement(s) to be made available to Suppliers through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

SECTION III: RFP SCHEDULE

Event	*Date
RFP Distribution Date	January 20, 2021
Pre-Proposal Conference (1:00 to 2:30 PM PST)	January 27, 2021
<u>Intent to Bid</u> & Confirmation of Ability to Meet Minimum Requirements Statement (Attachment #2) as set forth in Section IV, along with a copy of your signed Non-Disclosure Agreement (Attachment #3) to Robert.Puerzer@ucop.edu	February 3, 2021
Supplier RFP Questions Deadline Submitted via the CalUsource "Discussion Forum" or Robert.Puerzer@ucop.edu	February 10, 2021
UC Response to Supplier Questions (distributed to all Suppliers without attribution)	February 17, 2021
RFP Responses Due	March 3, 2021 by 12:00 pm PST
Intent to Award Date	The week of April 6, 2021
Negotiations Complete	April/May 2021
Anticipated Award Date	May 2021

**The University does not guarantee the above schedule and reserves the right to modify this schedule at its discretion.*

SECTION IV: SUPPLIER QUALIFICATIONS

MINIMUM QUALIFICATIONS TO RESPOND TO RFP (Download, Sign & Upload Attachment #2 in CalUsource)

For proposals to be considered for evaluation, Suppliers must be able to meet all minimum qualifications as outlined below. Suppliers that do not meet the minimum qualifications should not submit a proposal as it will not be considered.

Business Experience

Supplier must have been in business for a minimum period of 3 years and should have verifiable successful experience in providing the range of contingent services specified in this RFP as a key supplier. Supplier should be able to demonstrate and show evidence of having the capability to provide the required services by possessing adequate available resources.

Conversion Fee:

As set forth below, UC agrees to pay a conversion fee upon the conversion of a contingent labor employee to UC's employment. The conversion fee is based on the annualized salary (2,096 hours) of the converted employee. Multiply the contingent employee's pay rate by 2,096 to determine the annualized salary.

Should the employee be used in a different capacity/project, the time banked on previous assignment(s) shall apply as the total calendar days as follows:

Calendar Days Worked on Assignment	% of Annualized Salary
0-45 days	20%
46-90 days	10%
90 days	0%

Right to Terminate

In addition to the right to terminate as otherwise provided in the UC Agreement, The Regents of the University of California ("UC") may also terminate this Agreement in part, by eliminating its request for one or more of temporary/professional service workers upon the discontinuance or reduction of appropriated funds used to support this Agreement. In the event that UC terminates this Agreement in part, Supplier's fees shall be reduced proportionately by the proportionate value of the terminated positions, and the parties shall promptly seek to agree upon that proportionate reduction. The determination whether such funds are available shall be made by UC at its absolute discretion.

ACCEPT UC TERMS AND CONDITIONS OF PURCHASE (no exceptions allowed)

- a. UC Terms and Conditions of Purchase, dated 2/27/2020 (Attachment #4)
 - a. The following articles are not applicable for the requested services under this RFP: Article 13, Article 17, Article 26

- b. Appendix Data Security and Privacy, dated 8/12/2019 (Attachment #5)
- c. Appendix HIPAA Business Associate, dated 8/2/2019 (Attachment #6)

California Pricing Template

Based on their ability to provide services within the State of California, Suppliers are required to propose rates for “ALL” roles within the IT Temp Services and/or “ALL” roles within the IT Professional Services pricing tables. (see **Questionnaires-UC IT Temporary and IT Professional Services Pricing Template**).

Supplier signature acknowledges that Supplier meets all minimum qualifications and confirmation they have reviewed and understand the RFP requirements as outlined throughout this document.

Signed document must be included with your RFP response.

[SUPPLIER NAME]

(Signature)

(Printed Name, Title)

(Date)

Download, Sign & Upload
Attachment #2 within
CalUsource

SECTION V: GENERAL INFORMATION

A. Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda 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 and/or its delegate is 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.

Suppliers are not permitted to communicate with UC employees 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 web portal, CalUsource (as further detailed herein) or the established office hours. If a supplier is found to be in violation of this provision, the UC reserves the right to disqualify supplier from further consideration.

UCOP RFP Contact

Robert Puerzer

UCOP Senior Commodity Manager, Professional Services

University of California-Procurement Services

Email: robert.puerzer@ucop.edu

Subject Line: Information Technology (IT) Temporary and Professional Services RFP#-002215- Company Name

B. Instructions for Submitting Proposals

Proposals in response to this RFP must be submitted online using the CalUsource e-Sourcing application no later than March 3, 2021 by 12:00 p.m. (PT).

Suppliers are to complete the questionnaire section(s) directly in the CalUsource e-Sourcing application, this will include written responses to questions and pricing proposal template in the Excel format provided by UC.

The proposal for the written sections of this RFP shall be submitted by uploading the proposal as an attachment in the CalUsource e-Sourcing application.

CalUsource requires significant time for accurate data entry. Suppliers are encouraged to familiarize themselves with the process of responding and leave adequate time to submit the proposal.

General information and support is available by email: support@ucprocure.zendesk.com; or, for CalUsource technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

Suppliers must provide a complete, straightforward, concise response to all prerequisites, questions and information in the RFP as detailed. Submission of a proposal via the CalUsource e-Sourcing application confirms Supplier's understanding and acceptance of all requirements, terms, and conditions of the RFP.

Supplier 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, and may be disqualified for providing superfluous materials.

C. Notice of Intent to Submit Proposal

Perspective Suppliers must provide a written intent to respond by **February 3, 2021** via email to Robert.Puerzer@ucop.edu. Supplier must provide contact information (name, title, address, phone, and email) for the primary contact **(the one (1) person)** who will be the communications contact throughout the RFP process.

D. Addenda to the Request for Proposal

Any changes, additions, or deletions to this RFP will be in the form of written Addenda issued by the University of California via email or the CalUsource e-Sourcing application. The University will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda so issued shall become part of this RFP.

E. Supplier Questions

An opportunity to submit questions will be allowed up to **4pm (PT), February 10, 2021**.

Note: All Supplier questions will be consolidated and shared with all RFP participants without attribution.

F. Pre-Proposal Conference

A Pre-Proposal Conference will be held via webinar on the date indicated below. This meeting will provide suppliers the opportunity to ask questions about the Request for Proposal and UC requirements. Attendance at the Pre-Proposal Conference via conference call is for suppliers who intend to submit a bid. Attendance must be limited to two representatives from each participating supplier. Any changes to the Pre-Proposal Conference requirements are at the sole discretion of the UC.

Pre-Bid Conference Schedule

Date: Wednesday, January 27, 2021

Time: 1:00pm PST

Where: Via Zoom web conference

<https://ucsf.zoom.us/j/4326181152>

Meeting ID: 432 618 1152

G. National Program

Supplier must complete and upload OMNIA Partners Exhibits A, F, & G, found within the Attachments Section within CalUsource and marked as OMNIA Partners.

Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

The successful supplier will be required to sign Exhibit B, OMNIA Partners Administration Agreement, found within the Guidelines Section within CalUsource. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

A. Proposal Acceptance

The proposal must be completed and submitted via the CalUsource e-Sourcing application on the forms provided or in the format indicated herein.

The UC reserves the right to withdraw this RFP at any time. All documents submitted to the UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

The UC reserves the right to accept or reject any or all Proposals, make more than one Award, or no Award, as the best interests of the UC may appear. Any Agreement(s) awarded pursuant to this RFP will be in writing and incorporate the Requirements and Specifications contained in the RFP, as well the applicable contents of the Supplier's Proposal as accepted by the UC.

No late proposals will be accepted. Any proposals received after the specified deadline for submission shall result in automatic disqualification.

B. Proposal Format

Provide a cover letter for the response, which contains:

The following text: Response to University of California REQUEST FOR PROPOSAL – INFORMATION TECHNOLOGY TEMPORARY AND IT PROFESSIONAL SERVICES, RFP# 002215

- Company legal name and address for primary headquarters;
- Authorized contact information and signature of a representative of the company who is duly authorized to enter into agreements. The submission of a signed response will confirm understanding and acceptance of all requirements, terms, and conditions of the Request for Proposal.

In addition, proposals should demonstrate a clear understanding of the project and contain a comprehensive discussion of how the Supplier will fulfill the requirements of the Scope of Services, including a discussion of the important features and Supplier attributes, highlighting any aspects, which separate it from its competitors. The proposal should be submitted using the following categories:

1. Cover Letter
2. Table of Contents
3. Executive Summary
4. Approach to managing UC's IT Temporary and IT Professional Services as outlined in the Scope of Services
5. Qualification Responses (refer to Section IV)
 - i) Affirmation of Business Experience
 - ii) Affirmation of Conversion Fee
 - iii) Affirmation of Termination Rights
 - iv) Affirmation of UC Terms & Conditions
 - v) Affirmation of Appendix Data Security
 - vi) Affirmation of HIPAA BAA
 - vii) Affirmation of Pricing Template
6. All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.
7. Questionnaire responses for Scope of Services as provided in the CalUsource e-Sourcing application. Refer to Section VIII for additional instructions.
8. Sample Reports
9. Pricing shall be submitted using the Excel "Pricing Template" found within the **Questionnaires-UC IT Temporary and IT Professional Services Pricing Template**. section of the CalUsource e-Sourcing application. Refer to Section VIII for additional instructions.

C. Proposal Preparation Costs

Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentation to UC. If Supplier is apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with the University.

D. Agreement Term

It is anticipated that the initial term of any Agreement awarded pursuant to this RFP will be for a period of five (5) years. UC may, at its option, extend or renew the Agreement for five additional one-year periods on the same terms and conditions.

E. Proposal Evaluation, Review and Agreement Award

The University intends to select the responsive and responsible Supplier(s) whose proposal(s) contain the combination of solution features, Supplier attributes, and best overall value.

A responsive Supplier is one whose offer satisfies the requirements of this RFP, including the requirements of the Terms and Conditions. A responsible Supplier is one that is considered capable of performing and is otherwise eligible and qualified to perform the proposed Requirements Scope of Work and Supplier Qualification.

The University will determine the best overall value by comparing differences in solution features and Supplier attributes offered with differences in related factors, striking the most advantageous balance between expected performance and the overall requirements of the University. Suppliers, therefore, must be persuasive in describing their solution features and Supplier attributes and their value in enhancing the likelihood of successful performance and achievement of the University’s requirements.

The University’s selection may be made on the basis of the initial Proposals or the University may elect to negotiate with Suppliers who are selected as finalists.

For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

All-Inclusive Cost Proposal	Reasonableness of proposed costs, including deliverables and hourly rates.	35%
Sustainability	Describe specifically how your company will incorporate environmentally conscious business practices and your focus on diversity in your staffing to strengthen opportunities for women, minority, veterans and the disabled.	15%
National Capabilities	Ability to provide a response to a National Cooperative Contract as demonstrated by the completion of the OMNIA Partners Exhibit A.	10%
Technology	Overall understanding of modern software technology	10%
Staffing Experience	Structure of diverse management team that will support the SOW	10%
Work Plan	Quality of work plan submitted as to achieve the goal for the SOW	10%

Risk Management & Compliance	Risk Management & Covid-19 Safe Practices and Workplaces	5%
Communications	Ability to organize, present and, generate reports for concepts as well as detailed results in an appropriate manner for the intended audience	5%
Total		100%

The UC reserves the right to conduct interviews with some or all suppliers at any point during the evaluation process. However, the UC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the respondent/supplier/vendor for the costs associated with the interview process.

SECTION VI: SCOPE OF SERVICES

This section sets forth the specific scope and requirements for the IT Temporary and IT Professional Services, included in this Scope of Services (“SOW”).

Scope of Work

A. Qualified Personnel

Supplier shall provide, qualified, trained temporary staffing/professional services personnel, on an as-needed basis determined by the University. Receipt of award does not guarantee that the University will request any temporary staffing/professional services personnel during the period of the Agreement. The University reserves the right to assess and select the best-qualified temporary workers for each individual project from any one of the qualified services providers. A comprehensive resume shall be required for each candidate submitted by the supplier for consideration. References and previous employers listed on resumes may be contacted by the University as well as possible candidate background checks. The University agrees to be responsible for 1) any breach of its obligations for maintaining any personal information of the temporary employees in compliance with laws, statutes or regulations governing personal data and 2) any claims that arise that are related to its maintaining, handling or storing of such personal information of the temporary employees. The University reserves the right to reject any temporary staffing candidate proposed by supplier. Project work will be scheduled with a minimum of inconvenience to the University and conducted on-site during regular University hours.

B. Immigration & Naturalization Services Compliance

All temporary staffing personnel employed by supplier shall be US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act (INA), according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the supplier’s responsibility to verify legal alien’s compliance to all current laws and regulations of the United States and state of California as they pertain to alien status and employment eligibility.

C. Guarantee of Appropriate Interview and Placement Standards

Supplier will ensure the quality of their Interview and Placement Standards. The University of California will not permit any of the following to occur:

1. Other individuals speaking for Candidates during live interviews.
2. Other individuals speaking for Candidates during taped interviews.
3. Replacement of Candidates with other Candidates after the Interview and Screening process has occurred and a Job Offer has been made.
4. Substitution of the Skill Sets of Candidates.
5. Falsification of information related to any Candidate.

If any of the Candidates have been falsely presented, represented, or put forth, The University of California will review the situation which may result in the Termination of the Agreement.

D. Background Checks

Supplier will arrange for background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

Supplier warrants that professional services staff, including staff who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement, Supplier is solely responsible for complying with all local laws (including tax and payroll). Temporary Staff will have had a full background check initiated by Supplier and that the Temporary Staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary Staff, to discharge their responsibilities according to the highest ethical standards. Supplier is solely responsible for complying with all local laws (including tax and payroll). In addition, professional services staff will have a full background check to discharge their responsibilities in regard to patient and financial data and the systems that process such information. Background checks will include, but are not limited to, reference checks and criminal checks.

All felony and misdemeanor convictions (except marijuana related offenses greater than two years old) must be reported to the University and may result in the Temporary Staff being prohibited from performing work at the University. Acceptable background screening will consist of the last seven years residence and employment verification. The background screen will also include a criminal conviction records investigation conducted by any third-party agencies that adheres to the California Investigative Consumer Reporting Agencies Act. A criminal convictions records investigation will consist of a records search (documented by a written report retained by supplier) by the appropriate law enforcement or other local or state agency in each location in which the Temporary Staff has resided and worked in during at least seven years preceding the date of the criminal conviction records investigation. The University may require persons, before entering University premises, to complete a criminal convictions questionnaire. In the event that the University has grounds to believe that a Temporary Staff falsified his or her criminal convictions questionnaire in any way, such person will not perform any work for the University or enter onto the University premises. The University reserves the right, at its discretion, to request from supplier documentation of the completion of a criminal conviction records investigation for any Temporary Staff assigned to work on the University premises. Supplier's failure to have completed a criminal convictions investigation of any of its Temporary Staff in accordance with this clause will be grounds for immediate expulsion of the Temporary Staff and the University will have the right to terminate the Agreement both with respect to the Temporary Staff and supplier.

E. Duration of Assignments

The length of assignments will vary. Supplier's personnel may be required to sign confidentiality agreements depending on the nature of the access privilege granted. At the conclusion and/or termination of the assignment, the Supplier's employee shall return all property (such as keys, etc.) to the University's requesting department prior to departing

F. Right of Severance and Termination

The University shall have the right to request removal of any specific supplier temporary worker for the following:

- If the worker is deemed by the University to be incompetent or negligent based on worker's inability to execute the required project deliverables.
- For failure to adhere to University's standards, data protection policy or application, development methodology.
- For worker misconduct.

G. Right to Dismiss

If, in the sole discretion of the University's requester, the supplier personnel are deemed incompetent or negligent (based on the individual's inability to perform the assigned task or engagement in misconduct) the University will require the personnel to leave the premises and the department will immediately inform the supplier of its action.

The supplier hereby agrees that the University shall not be liable for any damage or cause of action arising out of the dismissal of supplier's personnel to the extent supplier violated applicable law and hereby agrees to indemnify, defend and hold harmless the University for such cause of action or damage brought by the supplier personnel against the University, which would arise out of such dismissal.

Supplier's personnel deemed unsatisfactory due to performance will be excluded from future assignments to the University based on but not limited to:

- Failure to demonstrate skills sufficient to perform duties assigned.
- Employee's noncompliance with the University's policies and/or procedures or other unprofessional conduct.
- Negative results on appropriate background checks.

H. Quality of Service Standards and Service Guaranty

Upon notification of unsatisfactory performance of a Candidate, a replacement will be provided and the charges for the initial Candidate will be removed from the University's Account.

Credits for unsatisfactory performance of a Candidate will be a minimum of forty (40) hours or five (5) business days.

The minimum Quality of Service Standards set forth above recognize that occasional errors are likely, however, the supplier further agrees to use Best Efforts to achieve a 100% Quality of Service Level.

Should the Quality Levels fall below the Minimum Standards and the supplier does not take corrective action within fourteen (14) days following the University of California notification, the University reserves the right to terminate the Agreement.

I. Supplier Response Time

Orders/releases for personnel services will be initiated by University requesters. Requests will be made as much in advance of the required start date as possible. Typically, requests will be made at least 48-72 hours in advance of need.

All information regarding reporting time and scope of assignment will be provided at the time of the initial call.

The supplier is required to decline request(s), or propose personnel, subject to the availability of qualified personnel, within 24 hours after receipt of the initial call.

J. Payments on Termination

If the University elects to terminate any temporary worker furnished by supplier for any reason, the University shall be responsible for payment of actual work hours performed by supplier worker or a minimum of four (4) hours, whichever is greater.

K. Worker Availability

Supplier furnished temporary workers shall be available between the hours of 8:00 AM and 5:00 PM, with an hour lunch break, with the possibility of work hour modifications for specially arranged circumstances. Workdays are typically eight (8) hours plus one hour for a meal break.

L. Work Week

A Work Week is generally forty (40) hours in length from Sunday midnight till the following Sunday midnight. The University will not pay premium rates for work beyond forty (40) hours in a Work Week.

M. University of California Holidays

Supplier furnished Temporary Staff will generally adhere to University's holiday schedule as referenced at <https://www.ucop.edu/local-human-resources/op-life/holiday-calendar.html>.

N. Parking at the University

The University is not responsible for parking arrangements and parking fees for any temporary worker supplier may furnish under this order.

O. Vehicles

Supplier's temporary workers shall be required to use supplier owned vehicles or their own vehicles to reach job site locations of the University. Supplier's temporary workers shall not operate university-owned vehicles.

P. CAL-OSHA

Supplier's temporary workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment.

Q. ID Badges

Supplier temporary workers may be required to wear University furnished ID badges dependent upon their project assignment and work location.

R. Supplier Training

The supplier shall be responsible for its own on-going employee-training program to keep supplier's temporary workers abreast of industry standards and developments.

S. Key Performance Indicators

The Key Performance Indicators (KPI's) are monitored through presentations in the Quarterly Business Reviews and the required activity reporting. The required Key Performance Indicators are:

1	On-Time Reporting (by UC Location and System):	99%
2	Response to Initial Order:	Within (4) Hours
3	Placement of Short-Term (Under Six (6) Months) or Long-Term Positions (Over Six (6) Months):	Within (1) Business Day
4	RUSH Placements:	Within the Same Business Day
5	Customer Service Satisfaction	99%
6	Request for Reports:	Within (5) Business Day
7	Placement Accuracy:	100%
8	Invoice/Billing Accuracy:	99%

T. Subcontracting

Supplier may subcontract out to other suppliers but must provide the University with the following:

1. The name(s) of the originating firm(s) from which the Candidate is provided.
2. The method utilized to compensate the Candidate, showing compensation originates from the awarded supplier(s)'s organization.
3. The subcontracted Candidate must meet all of the qualifications as if they were provided by the awarded Supplier.

SECTION VII: PRICING TERMS FOR SCOPE

Pricing must be submitted and completed with Supplier's response to this RFP in the format requested, **CalUSource Questionnaires-UC IT Temporary and IT Professional Services Pricing Template**.

Supplier must provide pricing information for ALL roles for which they are submitting a proposal under the IT Temp and/or ALL roles for the IT Professional Services categories.

The successful bidder will be required to provide firm, fixed "All-Inclusive" Hourly Pay/Hourly Bill Rates for the services offered on the UC IT Temporary and IT Professional Services Pricing Templates (these rates will be reflected on bidder's final "rate card" if they are awarded a contract:

- For each Junior (1-3 years), Intermediate (4-6 years) and Senior (6+ years) role
- Minimum/Maximum **Mark-Up** % for each Junior (1-3 years), Intermediate (4-6 years) and Senior (6+ years) role

Additional Roles

In the event a UC Location has a need for a role within IT Temp Staffing and/or IT Professional Services that is not part of the contractual rate card, this role can be added under the systemwide agreement by mutual agreement between the UC Location and Supplier and must follow the program requirements and contractual obligations of the systemwide agreement.

No Premium Rates (Overtime)

Unless pre-approved by UC, supplier's services will be billed hourly or on a per shift basis of either eight (8), ten (10) or twelve (12) hours as specified in the Statement of Work. Overtime work must have prior approval. There will be no reimbursement for out-of-pocket expenses.

No payment will be made in advance of work performed.

Rates for the services provided in the National Agreement shall be firm for the period specified in the Agreement. If UC extends the agreement, supplier may request a change in billing rates at the end of contract time period by submitting a written request with supporting justification to the University. If the University concurs with the request, an amendment will be issued.

The supplier initial mark-up rate will not be exceeded during the terms of the Agreement.

Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is 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.

Offering/Balance of Line Pricing: Pricing for complete product offering/balance of line items will be determined by a percentage discount off. The pricing percentage discount offered must be entered in the Pricing section of the Supplier's response.

Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be utilized. Supplier's should provide alternative pricing (for emergency or disaster recovery situations with potential federal funding) that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. When products and services provided in a situation where an agency is eligible for federal funding, Supplier 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.

SECTION VIII: QUESTIONNAIRE(S)

In addition to the downloadable documents, the Information Technology (IT) Temporary and Professional Services RFP consists of the following ten (10) mandatory questionnaires within CalUsource RFP# 002215, which is required as part of the final RFP submission.

1. General Supplier Information Questions
2. Sustainability Questions
3. National Capabilities
4. Technology
5. Staffing Experience
6. Work Plan
7. Risk Management and Compliance
8. Communication
9. References
10. UC IT Temp and IT Professional Services Pricing Template

Questions are categorized for viewing and response and shall be evaluated and graded.

If an attachment or link is necessary for some questions to further clarify or illustrate a response, Suppliers are required to use the following naming convention on all the documents submitted. Documents that do not follow the said outline will not be evaluated.

Naming Convention of document(s)

RFP #002215 company name, Doc 1 of 10, Questionnaire – General Supplier Information, Q#1

Supplier must not include superfluous materials such as marketing materials or website links in lieu of specific responses to the questions herein and may be disqualified for such submission. Partnership to participate in the RFP jointly must conform to all the requirements of this RFP and be submitted by the "Primary Supplier" who will assume principal responsibility for this RFP and/or execution of any future contracts awarded as a direct result of this RFP.

Late proposals will not be accepted unless it is the UC's determination that UC technical issues are responsible for the delay or failure.

SECTION IX: ATTACHMENTS

GUIDELINES

1. Required Supplier Information
2. CalUsource Supplier Guide

ATTACHMENTS

1. **UC Information Technology (IT) Temporary and Professional Services RFP #002215**
 2. Intent to Bid & Confirmation of Ability to Meet Minimum Requirements to Respond to RFP
 3. Mutual NDA
 4. Example-UC Master Agreement
 5. UC Terms and Conditions of Purchase dated 2/27/2020
 6. Appendix Data Security and Privacy dated 8/12/2019
 7. Appendix HIPPA Business Associate dated 8/2/2019
 8. January 27nd Pre-Proposal Conference
 9. OMNIA Partners - Exhibit A GLS.docx
 10. OMNIA Partners - Exhibit B Administration Agreement Example for UCOP.docx
 11. OMNIA Partners - Exhibit C Master Intergovernmental Cooperative Purchasing Agreement Example for UCOP.pdf
 12. OMNIA Partners - Exhibit D Principal Procurement Agency Certificate Example for UCOP.pdf
 13. OMNIA Partners - Exhibit E Contract Sales Reporting Template.pdf
 14. OMNIA Partners - Exhibit F Federal Funds Certifications Form
 15. OMNIA Partners - Exhibit G New Jersey Compliance Form
 16. OMNIA Partners - Exhibit H Advertising Compliance Requirement.docx
- OMNIA Partners Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit H (Requiring Acknowledgement)
 - OMNIA Partners Exhibit A, Exhibit F, and Exhibit G (Requiring Responses/Uploads)