

UC SYSTEMWIDE REQUEST for PROPOSAL (RFP)



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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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REQUEST FOR PROPOSAL (RFP) EVENT AND PROCESS SUMMARY

SECTION I: ORGANIZATIONAL CONTEXT

1.1 University of California

The University of California (UC), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to academic excellence in teaching, research, health care and public service. Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources, education and innovation for the public good. The UC has approximately 285,000 undergraduate and graduate students, a workforce of 216,000, and encompasses ten campuses, six academic health centers, four law schools, a statewide Division of Agriculture and Natural Resources and is also involved in the operation and management of three national laboratories for the U.S. Department of Energy (DOE), as further detailed herein:

- **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.
- **Six Health Centers:** UC Davis, UC Irvine, UC Los Angeles, UC Riverside, UC San Diego, UC San Francisco.
- **The UC Office of the President:** a central systemwide 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:** a statewide research and public service organization that serves a large and diverse agricultural community. The division collaborates on research with all campuses and conducts studies at nine research and extension centers and on private land in cooperation with California producers. In addition, research and educational programs are conducted in each of the state's 58 counties.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab:** owned by the Federal Government but managed by the University of California.
- Additional centers and offices 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.

UC Procurement Services

UC Procurement Services is the centralized procurement/supply chain hub for the University of California. UC Procurement Services develops and implements systemwide supply chain strategies and policies that leverage UC's purchasing power to optimize systemwide spend.

UC Procurement Services coordinates with the entire UC system to establish systemwide agreements for goods and services that are commonly purchased at UC locations. UC systemwide agreements are created through a competitive RFP and award process that considers

the business requirements and policies of the University, along with the quality and price of goods and services.

UC Procurement Services also acts as a lead agency for OMNIA Partners (see Section 1.2 below) to create a portfolio of competitively bid contracts that benefit from the scale of UC's purchasing power. UC Procurement Services' broad range of contracts can be used by UC campuses, other higher education institutions, K-12 education systems, local and state government and nonprofit agencies nationwide.

UC Sustainable Practices Policy

The University of California, as part of its commitment to sustainability and in alignment with its mission of teaching, research and public service will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations, and laws. The UC values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, goods, services, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

i. **Corporate Social Responsibility (CSR) monitoring platform**

To better assess our supply chain impacts, we conduct assessments of our supplier's Corporate Social Responsibility (CSR) performance using the EcoVadis CSR monitoring platform (<https://www.ecovadis.com/>). This platform combines CSR assessment best practices and data management tools that allow organizations to demonstrate CSR management and performance. Suppliers responding to this RFP are invited to participate in an assessment through the EcoVadis platform. The supplier's acceptance and participation in this CSR assessment requires the company to agree to share their scorecard with UC. The CSR assessment of each supplier will be managed through the EcoVadis online platform, and will focus on four main themes: Environment, Labor Practices & Human Rights, Fair Business Practices and Sustainable Procurement.

ii. **Packaging Requirements**

Packaging for all products procured by UC must be designed, produced, and distributed to the end user in a sustainable manner. The UC requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) to be free of any intentionally introduced lead, cadmium, mercury, or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. Also, UC requires all packaging meet at least one of the criteria listed below:

- Uses bulk packaging
- Uses reusable packaging (e.g., totes reused by delivery service for next delivery)
- Uses innovative packaging to reduce the weight of packaging, reduce packaging waste, or utilizes packaging that is a component of the product
- Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#)
- Uses locally recyclable or certified compostable material.

The UC prohibits the sale, procurement, or distribution of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids) in all packaging other than for medical or laboratory goods where there is no alternative.

- iii. **Environmental Marketing Claims:**
The UC requires all sustainability related purchasing claims to be supported with UC recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the [Federal Trade Commission's \(FTC\) Green Guides](#) for the use of environmental marketing claims.

1.2 OMNIA Partners – National Program

The University of California, as the Principal Procurement Agency, defined in 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 hereto as Exhibit C, or as otherwise agreed to. Exhibit A 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 (Exhibits A through G).

The University of California anticipates spending approximately \$130,000,000.00 over the full potential Master Agreement term for building automation systems equipment, services, and parts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of services and parts purchased under the Master Agreement through OMNIA Partners is approximately \$50,000,000.00. This projection is based on the current annual volumes among the 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.

The goal of this RFP is to establish a national contract(s). If Supplier is unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. The UC will evaluate responses in their entirety, may require patronage fees for direct solutions and determine award based on the most advantageous proposal.

SECTION II: Purpose & Objectives of the RFP

2.1 RFP Objectives

The UC invites qualified and responsible Suppliers to prepare and submit proposals to this Request for Proposal (RFP) to acquire Building Automation Systems (BAS), HVAC, HVAC-R Equipment, Supplies and Services, pertaining to the components for configuration and in correlation of installation preventative maintenance, diagnostics, repairs, and replacements of a BAS, as well as for deferred maintenance programs (together, the "Goods and Services) all in accordance with Federal and State of California laws and the requirements of UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies across the country will be able to utilize.

The overall objective of this RFP is to 1) obtain the absolute lowest cost; 2) best value in configuration of BAS programs and services; and 3) establish a strategic sourcing partnership with selected manufacturer(s), authorized dealers, service suppliers, and small business partners. Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to meet the needs of UC and national participating agencies most effectively.

Historically, UC systemwide annual spend for Building Management Systems has been approximately \$12,000,000.00 each year for the last two (2) fiscal years.

There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Supplier shall provide the best pricing for this RFP in Goods and/or Services.

2.2 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 office 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 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 Discussion Forum section of this RFP within CalUsource, the University of California supplier registration and sourcing web system as further detailed herein.

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

SECTION III: SCOPE OF SERVICES

3.1 General Scope

Suppliers are requested to respond to the breadth of their capabilities and presenting proposals that can be offered to indicate their building management system programs, full range of services, and/or innovative solutions specifically for this contract.

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their Building Management System products and or services nationally. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the UC Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The following scope of work must be provided:

A. Service & Maintenance

Provide a definition of programs, scope of services and maintenance occurrence, along with pricing

- a) Preventative and Full Maintenance Contracts
- b) Scheduled Maintenance
- c) Emergency Services
- d) On-site
 - i. Inspection, cleaning, and adjustment of field control panels
 - ii . Calibration of sensor inputs and signal outputs
 - iii. Review of system internal diagnostics
 - iv. Diagnose existing control sequence
 - v. Troubleshooting and recommended repair of control system components
 - vi. System Configuration Database backups, archiving, and disaster recovery
 - vii. Review of historical trend data, sequences of operation, and alarms

B. Remote Monitoring

Provide the services offered for support of factory hardware & software.

- a) Emergency Troubleshooting and diagnostics provided remotely 24/7 service with 4hr emergency response time.
- b) Other

C. Deferred Maintenance Program

What type of program structure could be offered to streamline the various projects in timeline and in cost?

- a) Replace, upgrade, or modernize building automation controls of various HVAC equipment and parts, including but not limited to:
 - i. Central Station Controls
 - ii. Air Handler Controls
 - iii. DDC Systems
 - iv. Chiller Systems
 - v. HVAC Controls
 - vi. Laboratory Airflow Control Systems
 - vii. Networks and Software
 - vii. Other

D. BMS Professional Services

Specific to Design, Installation, Startup and Commissioning Services of a BMS system, provide a general communication plan to support existing Facilities Management teams with upcoming projects and/or new systems. Examples of Scope of Work are listed below. University of California guidelines for Facility & Maintenance and Construction bid communications are to remain in place.

As well, with regards to the communication plans described above, describe your firm's ability and process to provide backward compatibility.

- a) New Construction
- b) Turnkey Contracting
- c) Site Surveys
- d) Upgrade Controls
- e) Equipment Startups
- f) System Checkouts
- g) Control Verifications
- h) Commissioning Retrofits
- i) Applicable Software and Revisions
- j) Other

E. Warranty Services

BAS may be on original warranty service programs. What can be offered to transition or augment current warranty programs? For new warranty programs what is the general outline of what may be offered?

- a) Extended Parts & Labor
- b) New Warranty Programs
- c) Other Warranty Services
- d) Proposed Penalties for Delayed Response and/or Start-up
- e) Assumed Systems Warranty Programs

F. Professional Services – Hourly Rates

Provide brief description, credentials, and hourly labor costs. Include any differing rates by region/state as applicable.

- a) Design Engineering
- b) Engineering
- c) Drafting
- d) Network Architect
- e) Project Manager
- f) Commissioning Specialist/Agent
- g) Training Specialist (on site or remote)
- h) Fire Alarm Systems Engineer
- i) Fire Alarm Technician
- j) HVAC Technician
- k) Electrical Technician
- l) Programmer
- m) Other

G. Other Services/ Utility Meters

Where applicable provide standard programs & services associated with these controls.

- a) Energy Management Systems
- b) HVAC Systems
- c) Air Handling Units, local thermostats
- d) Boilers & Water Heaters
- e) Pumps
- f) Chillers. Water, Air, or Hybrid
- g) Variable Frequency Drives. AC Motor, Controller
- h) Fire Alarm Services
- i) Utility Meters
- j) Security and CCTV
- k) Lighting Controls
- l) Laboratory Airflow Control Systems
- m) Analytics System
- n) Cloud Based Services
- o) Other

H. Manufacturing or Trade Affiliations

As your company may have acquired other affiliate companies to your portfolio and/or have created preferred partnership agreements with other manufacturers, provide a list of general BMS/BAS equipment or parts in which your company would be able to provide discount pricing.

I. Digital Pricing Systems

Indicate if your company along with your manufacturing partners have an existing digital pricing catalog or platform that may be used to create quotes or purchase orders. Provide responses to the E-commerce questionnaire.

J. Educational or Internship

Describe what your programs are for internship education and for industry trade training for our Facilities & Management or Construction staff. Provide responses to the Value Add Offering questionnaire.

K. Vendor Proposed Programs

What programs are you able to offer in this Contract? Example programs may be i.e., Rebate initiatives; Utility Programs; Consulting Programs; etc. Provide responses to the Value Add Offering Questionnaire, Q8.

Several UC campuses have enabled e-commerce using hosted catalogs and punch-outs. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis but must adhere to UC systemwide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punch-out catalog e-procurement environments, where enabled.

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their building management system of goods and/or services] nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

UC also recognizes that information technologies and services are rapidly evolving and advancing, and that Suppliers may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, UC desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at UC's sole and absolute discretion.

3.2 Agreement Term

The term of the Agreement shall commence upon execution of the Agreement and will be for a period of five years (the "Initial Term") with five optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of ten years. Category discounts shall remain firm for the Initial Term and all Renewal Terms of any Agreement which may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award. The Supplier shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed 10 years. Any local agreements, project agreements, or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Supplier and Participating Public Agency.

SECTION IV: RFP REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Timeline

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule in the Timelines section in the CalUsource portal, tabulated below. A Supplier 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.

RFP Activity	Date
RFP Issuance	June 27, 2022
Pre-Proposal Conference – 10:00AM PT	July 6, 2022
Supplier Questions and Clarifications	July 18, 2022
UC Response to Supplier Questions	July 26, 2022
RFP Response Due - 5:00PM PT	August 11, 2022

The UC reserves the right to modify the above schedule of events in the Timelines section for this RFP in the CalUsource portal and make changes to other provisions in this RFP.

4.2 Pre-proposal conference

A pre-proposal virtual conference will be held on Wednesday, July 6th at 10am via Zoom.

The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the RFP, as well as provide Suppliers the opportunity to ask questions about the RFP, OMNIA program, and UC's requirements. Attendance at the pre-proposal conference is highly recommended for Suppliers who intend to submit a proposal. Attendance at the conference is limited to two representatives from each participating company. Please contact the RFP Commodity Manager by email for Zoom meeting instructions. Any changes to the pre-proposal conference call requirements are at the sole discretion of the University.

4.3 Intent to Respond to RFP

Suppliers must confirm their intent to respond to this RFP by confirming their participation in CalUsource.

4.4 Addenda to the RFP

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

4.5. Method of Submission

Proposals in response to this RFP must be submitted online using CalUsource **no later than the time and due date stated in the Timelines section in 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 Suppliers review the [Supplier Resources](https://CalUsource.net/supplier-resources/) at <https://CalUsource.net/supplier-resources/> for guidance on how to navigate and use CalUsource. Supplier's inability to enter their response into the CalUsource portal will not be accepted as a reason for a late response.

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

4.6 Proposal Submission Process

Suppliers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Price Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Suppliers 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 Supplier's eligibility to participate in future UC business.

4.6.1 Guidelines

This is a prerequisite section for accessing the complete RFP package. Suppliers must read and follow the instructions for each of the following Guidelines documents.

- 1) RFP Event and Process Summary
- 2) Purchasing Agreement
- 3) UC Terms and Conditions of Purchase
- 4) NDA
- 5) Supplier Bidding Guide for CalUsource
- 6) UC Required Supplier Information
- 7) UC Appendix – Data Security and Privacy
- 8) OMNIA Partners Exhibit A, F, & G require acknowledgement. Exhibits B – E, & H for reference.

4.6.2 Questionnaires

This section contains a set of questionnaires, and Suppliers are required to respond to all questionnaires listed below. Your responses will be evaluated and graded.

- 1) Company Profile and Capabilities
- 2) UC Sustainability
- 3) Product and Services Pricing
- 4) UC E-Commerce for Goods
- 5) IT Security
- 6) Value Add Offering

4.6.3 Attachments

Attachments will not be accepted unless requested by UC. For Questions requiring attachments requested by UC, please label the attachments with your company name so evaluators can easily find the referenced attachment. Attachment Naming Convention example is provided below:

Questionnaire title_ Q #
E.g. Supplier Information_Q#3

4.7 Superfluous Materials

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.

4.8 Collusion

Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, all proposals involved in the collusive action will be rejected.

4.9 Late Proposals

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

4.10 Supplier Questions

Each Supplier is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to determine whether additional clarification is necessary or desirable before responding. If there are 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 Supplier questions will be made available via the CalUsource "Discussion Forum" to all Suppliers that confirm their intent to participate in this RFP.

4.11 Proposal Preparation Costs

All costs incurred in the preparation and submission of the proposals and related documentation, including Supplier's presentations, interviews, demonstrations, and provision of the Services to UC for independent testing purposes, will be borne by the Supplier.

4.12 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.

4.13 Errors and Omissions

If the Supplier 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 Suppliers who have access to this RFP. No Supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC was not notified, and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal.

4.14 General Conditions

Please note the following requirements regarding this RFP:

- 4.14.1 Information and data distributed from UC to participating suppliers is to be used by the supplier solely for the purposes of responding to this RFP and cannot be used for any other purpose.
- 4.14.2 The initial proposals will be considered binding. Financial negotiations will continue throughout the evaluation process; however, suppliers' original financial proposals are binding.
- 4.14.3 Additional information may be solicited and accepted during the evaluation process. Modifications or corrections of oversights to the original proposal may be allowed at UC's sole discretion; however, UC cannot guarantee that revised proposal elements will be accepted.
- 4.14.4 Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFP.

4.15 OEM & VAR Partnership

It is UC's strong preference to do business directly with the Original Equipment Manufacturer (OEM). However, if an OEM is unable to offer a direct sales model, then UC will consider responses submitted in partnership with partners/resellers.

In the event the OEM does not have a direct sales model, the RFP response submitted as a partnership must:

- Execute the OEM/Partner Joint Certification signed by both parties identifying the parties by name and confirming their partnership and both parties' accountability for the RFP response including, but not limited to, acceptance of all RFP Guidelines in CalUsource. Attach as part of your response to Question 1 in the Supplier Information Questionnaire.
- For each RFP question, include: 1) A response from the pertinent party ("OEM" or "Partner" or both); and 2) Identify the party providing the portion of the response to the question by labeling as "OEM" or "Partner".

For RFP responses in which an OEM collaborates with a partner, if awarded as a result of this RFP, then UC will require a direct underlying Agreement with both the OEM and the partner.

4.16 OMNIA Partners Response for National Cooperative contract

4.16.1 Line of Business (LOB) Offering

Within the National Program, each Supplier awarded an item under this solicitation may offer their complete product and service offering / Line of Business (LOB). Pricing for complete product and service offering / LOB items will be determined by a percentage discount reduced from the Supplier's current published MSRP (as defined in the RFP). The pricing percentage discount offered must be entered on the LOB in the applicable price sheet(s) in the Supplier's response. The Participating Agency reserves the right to accept or reject any or all LOB items offered. Additionally, The University of California reserves the right to either accept or reject either the full or a partial product offering of LOB items for use within the UC system from awarded suppliers.

4.16.2 Federal Funds

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing 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. For goods 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.

4.16.3 Special Offers and/or Promotions

In addition to decreasing prices for the balance of the Agreement term due to a change in market conditions, Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier 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.

4.16.4 Exhibit A- Response for National Cooperative contract

Include a detailed response to Exhibit A – OMNIA Partners Response for National Cooperative Contract included in the OMNIA Questionnaire. Responses should highlight experience, demonstrate a strong national presence, and describe how Supplier will educate its national sales force about the contract. Supplier should also describe how products and services will be distributed nationwide and include a plan for marketing the products and services nationwide, as well as 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. 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

SECTION V: PROPOSAL EVALUATION AND AGREEMENT AWARD

5.1 Most Responsive and Responsible Supplier

Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose proposal, in UC's opinion, offers the greatest benefit to UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive and responsible Supplier is one whose offer satisfies the requirements of this RFP, is considered capable of performing, and is otherwise eligible and qualified to perform in the manner stated in this RFP.

5.2 Best Value

Proposals will be evaluated by the UC using a Best Value evaluation methodology which is 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 the following objective performance criteria that may include technical capabilities, financial capabilities, past experience, quality control, price, life-cycle costs, sustainable offerings and practices, supplier diversity and National program requirements. The UC Evaluation team will examine each proposal to determine through the application of uniform criteria the ability of each Supplier to meet the UC's specifications. For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

Criteria	Weight
Company Profile and Capabilities	20
UC Sustainability	15
Product and Services Pricing	25
U E-Commerce for Goods	5
IT – Security Questionnaire	15
Value Add Offering	20

5.3 Investigations

The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, interviews, sandbox testing, and make any other investigations as it deems necessary to verify the Supplier'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 Supplier's ability.

5.4 Right to Reject

The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier is unable to provide the information or documentation within the period requested. Any submitted proposal that does fails to 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.

5.5 Waiver

The UC may waive irregularities in a proposal if UC judges that 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 Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

5.6 Right to Award

The UC reserves the right to award an Agreement to Supplier(s) if deemed to be in the best interests of UC, solely at the discretion of UC. The UC reserves the right to accept or reject any or all proposals, make more than one award, split the award or make no award. The UC also reserves the right to award any number of local or national Agreement(s) at the same time.

5.7 Agreement Award

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.

5.8 Right to Interview

The UC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, 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 response.

5.9 Right to Negotiate and Withdraw

The UC's selection may be made based on initial proposals or UC may elect to negotiate with Suppliers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Supplier offering the best value to the UC prior to the execution of an Agreement. Additionally, UC reserves the right to withdraw this RFP at any time.

5.10 Multi-Phased Initiative

This Initiative will consist of the following separate phases:

5.10.1 Phase I: Prerequisites

Supplier must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUSource before advancing in the proposal process.

5.10.2 Phase II: Selection of Finalists

Finalists will be identified based on the quality and responsiveness of the written proposals.

5.10.3 Phase III: Finalist Presentations (at UC discretion)

- a. The identified finalists resulting from Phase II will advance to Phase III.
- b. Suppliers may be requested to conduct a virtual presentation to demonstrate Suppliers' ability to provide the Services. However, UC may determine that presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for any costs associated with the Phase III process.

5.11 Pricing and Incentives

5.11.1 Pricing for Goods and Services is being requested within Product and Services Pricing – Questionnaire to this RFP and is to be completed and uploaded within the Products Pricing CalUSource Section.

5.11.2 Pricing/Discount Structures resulting from this RFP process shall remain firm for the initial period of any Agreement awarded pursuant to this RFP. Suppliers are encouraged to provide details of and propose additional discounts for volume orders, special

manufacturer offers, minimum order quantity, free goods program, total annual spend, etc.

5.12 No Mandatory Use

Supplier is advised that there is no mandatory use policy at the University of California for Agreements. Thus, UC does not guarantee any specific amount of business forthcoming from this RFP. A winning Supplier may still see competition at any given UC location for any given Service. However, by providing outstanding prices, service, and the best overall total cost and quality to UC systemwide, the winning Supplier is expected to garner a large percentage of total available UC business.

5.13 Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing Agreements with other Suppliers or may be outside the scope of this RFP and may not be included in any awarded contract or may be included on a limited basis.

5.14 Offshoring of Services

UC will not, as a part of a contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agrees to the warranties in Article 6 of UC's Terms & Conditions of Purchase. Additionally, Supplier must do one of the following in its proposal:

- 5.14.1 Certify under penalty of perjury that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
- 5.14.2 Describe in its proposal any parts of the services that will be performed by workers outside of the United States.

5.15 Disclosure of Records/Confidentiality of Information

- 5.15.1 All Proposal responses and related documents, submitted to UC in response to this RFP become the exclusive property of UC upon receipt and will not be returned.
- 5.15.2 Proposal response(s), which are incorporated into any resulting Agreement(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, will be kept for a period of one (1) year 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."
- 5.15.3 Should a request be made of the University of California for access to information designated confidential or trade secret by the Supplier, and UC denies the request based on that designation, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.16 Specifications and Exceptions

Unless documented as an Exception, the submission of a proposal will confirm Supplier's acceptance of all RFP specifications. In documenting an Exception to the RFP specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFP specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard

catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFP specifications. If Supplier does not document an Exception regarding the RFP specifications and it is found that goods and/or services delivered do not meet the RFP specifications, Supplier will be required to correct same at Supplier's expense. Supplier is cautioned that if UC does not approve Supplier's request for exception to the RFP specifications, and Supplier does not withdraw the request, the proposal may be deemed non-responsive and ineligible for award.