

# Required Supplier Information

## A. Communications & Amendments Regarding the RFx

All communications, including any requests for clarification, concerning this Request for Proposal (“RFP”) or Request for Quote (“RFQ”) (collectively, referred to as “RFx”) must be submitted via the Q&A section of this RFx within the University of California Public Bid Site.

The University of California (“UC”) will make any changes, additions, or deletions to the RFx in the form of amendments electronically sent via the UC Public Bid Site. UC will not be responsible for failure of any prospective Supplier to receive such amendments. All amendments will become part of the RFx.

It is Supplier’s responsibility to read the entire RFx document, including any attachments, references and amendments, and to comply with all requirements listed herein.

For instruction on how to bid, refer to the Supplier Bidding Guide under the Prerequisite section of the UC Public Bid Site.

## B. Proposal Submittal and Evaluation

1. This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable UC policies and California law. UC reserves the right to withdraw this RFx at any time. All documents submitted to UC in response to this RFx will become the exclusive property of UC and will not be returned.
2. Supplier is strongly encouraged to complete and submit its proposal (“Proposal”) in the UC Public Bid Site well before the RFx’s closing date and time. A late Proposal will not be accepted after the RFx’s closing date and time.
3. Bids must follow the format specified in the RFx. The submission of a Proposal confirms that it has been issued and reviewed by an individual authorized to enter into contracts on behalf of Supplier.
4. Supplier must not provide superfluous materials such as marketing materials or website links in response to or in lieu of the Questions Section, and may be disqualified for providing superfluous materials. Supplier may, however, use attachments or website links to respond to Cost Questions if Cost is directly referenced in the question and such materials respond specifically to the question without extraneous information.
5. Any contract(s) resulting from this RFx will be awarded to the responsive and responsible Supplier who’s Proposal, in UC’s opinion, offers the greatest benefit to UC. Proposals will be evaluated by the UC evaluation team using the methodology set forth in the RFx Proposal Instructions.
6. UC may waive irregularities in a Proposal provided that, in UC’s judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals. UC’s waiver of an immaterial deviation or defect will not modify the RFx documents or excuse Supplier from full compliance with the RFx specifications in the event a contract is awarded to Supplier.
7. UC reserves the right to reject all proposals, make more than one award, or make no award. Based on the results of this RFx process, UC reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. Based on the results of such requests, UC or its locations may enter into

contracts with other suppliers to provide those products, while remaining UC locations may buy those products through this RFX. Any contract awarded pursuant to this RFX will incorporate the RFX requirements and specifications, as well the contents of the Proposal as accepted by UC, and will be in writing.

8. 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 RFX.
9. Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentations to UC. If Supplier is the apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with UC.
10. Several UC campuses have enabled e-commerce using hosted catalogs and punchouts. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC system-wide 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 punchout catalog e-procurement environments, where enabled.
11. UC may visit Supplier's site to verify that Supplier will meet the RFX specifications set forth in the Statement of Work ("RFX Specifications"). Additionally, in assessing Supplier's ability to perform, UC may consider factors including but not limited to Supplier's financial resources, past performance with UC, references from other customers, experience, organization, personnel, technical skills, operational controls, sustainable offerings and practices, supplier diversity, equipment, and quality control.

## C. UC Sustainable Practices Policy

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California 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 University 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, product, service, 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.

1. **Packaging Requirements**: Packaging for all products procured by the University must be designed, produced, and distributed to the end user in a sustainable manner. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as 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. In addition, the University requires that 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 that reduces the weight of packaging, reduces 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 University has prohibited the use of Expanded Polystyrene (EPS) in foodservice facilities for takeaway containers. By 2020, the University will prohibit the sale, procurement, and distribution of expanded plastic foam materials [such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids] at all UC locations other than that utilized for laboratory supply or medical packaging and products where there is no functional alternative.

2. Environmental Marketing Claims: The University 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.

## **D. California Public Records Act**

All proposals, supporting materials and related documentation are subject to the California Public Records Act. Marking a document "confidential" or "proprietary" may not prevent its release.

## **E. Insurance Requirements**

If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFX.

## **F. Errors & Omissions**

Supplier should immediately notify UC of any apparent discrepancy, error, omission, ambiguity or lack of clarity in this RFX, any attachments, references and amendments. Supplier will not be entitled to compensation for any error or discrepancy that appears in this RFX.

## **G. Federal and State Water and Air Pollution Laws**

UC will not contract with entities in violation of Federal or State water or air pollution laws. To determine if the State of California has a record that Supplier is in violation of California pollution laws, Supplier may contact the California Air Resources Board and California Water Resources Control Board. Supplier must disclose on an addendum to its Proposal any open violations of water or air pollution laws, along with Supplier's action plans to remedy the violations.

## **H. Collusion among Suppliers**

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

## **I. 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 RFX and may not be included in any awarded contract or may be included on a limited basis.

## **J. Disqualification**

UC may disqualify any Supplier that does not adhere to the provisions in this Required Supplier Information.

## **K. Multiple Proposals**

Supplier may not submit or be interested in more than one proposal for the same RFX; provided, however, that a person or firm that submitted a sub-proposal to a Supplier or who has quoted prices for goods and/or services to a Supplier is not thereby disqualified from submitting a sub-proposal quoting prices to other Suppliers.

## **L. Specifications and Exceptions**

1. Unless documented as an Exception, the submission of a Proposal will confirm Supplier's acceptance of all RFX Specifications. In documenting an Exception to the RFX Specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFX 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 RFX Specifications. If Supplier does not document an Exception regarding the RFX Specifications and it is found that goods and/or services delivered do not meet the RFX Specifications, Supplier will be required to correct same at Supplier's expense.
2. Unless documented as an Exception, Supplier's submission of a Proposal confirms acceptance of UC's Prerequisites and Contract Documents. In documenting an Exception to the Prerequisites or Contract Documents, Supplier must itemize in detail any exceptions taken to the Prerequisites or Contract Documents and provide alternative language or provisions for UC to review. UC will not consider the submission of Supplier's terms and conditions to be documentation of an Exception. UC reserves the right to modify the Prerequisites and Contract Documents as it deems necessary either before or during any negotiations with Supplier until mutual agreement is achieved.
3. Supplier is cautioned that if UC does not approve Supplier's request for Exception to the RFX Specifications and/or Prerequisites and Contract Documents, and Supplier does not withdraw the request, the Proposal may be deemed non-responsive and ineligible for contract award.

## M. Complaints and Protests

Controversies over the solicitation or award of a contract are covered by University of California Policy [BUS-43](#), which is posted online. The policy requests that a party with a complaint regarding the solicitation or award of a contract first attempt to resolve the complaint with the University contracting officer involved in the transaction.

If the complaint cannot be resolved informally, the complainant may file a formal written protest with the University contracting officer who will escalate this protest to the proper authority. Complainants should use the phrase "Formal Bid Protest" in the communication's subject line to indicate the intent to escalate the complaint. Under UC policy, formal written protests must be filed promptly (and in any event within two calendar weeks after the complainant knows or should have known the facts giving rise to the protest).

## N. Offshoring of Services

Supplier must do one of the following in its bid:

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
2. Describe in its bid any parts of the services that will be performed by workers outside of the United States.

Additionally, UC will not, as a part of the 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 agree to the warranties in Article 6(I) of UC's Terms & Conditions of Purchase.