

RFP EVENT AND PROCESS SUMMARY

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

The purpose of this Request for Proposal (the "RFP") is to invite qualified suppliers to prepare and submit proposals to the University of California ("UC") to provide Audio Visual equipment, materials, or supplies ("Goods") and/or design/consultation, integration, installation and maintenance services ("Services") (together, the "Goods and Services") all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. 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 select an Audio Visual Services and Goods 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 proposers 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 most effectively meet national participating agencies', and the UC's, needs. Qualified proposers may provide proposals encompassing both Goods and Services, Goods only, or Services only. If Proposer is submitting for Goods only, proposer is required to answer the "Goods Questionnaire" in full and answer the "Services Questionnaire" in with N/A in each question. If Proposer is submitting for Services only, Proposer is required to answer the "Services Questionnaire" in full and answer the "Goods Questionnaire" in with N/A in each question. If Proposer is submitting for Goods and Services, proposer will answer each question in Full for both sections.

Historically, UC system-wide annual spend for Audio Visual Goods and Services has been approximately \$20-\$30 million each year for the last 2 fiscal years. Individual purchases, typically, are project based for outfitting or configuring rooms from small conference rooms (8 seats) to auditoriums/performing arts centers (250+ seats), ranging in complexity of technology from exam rooms, private/executive offices, to active learning classes.

There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend and any future projects coming in the next 3 to 5 years, the Proposer shall provide the best pricing for this RFP in Goods and/or Services.

B. SCOPE OF WORK

Although this section reflects the needs and requirements of the UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their comprehensive Audio Visual Goods and 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 UC Agreement. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Goods Scope

The scope of the Goods component includes, but is not limited to, an Audio Visual Goods Supplier providing audio and visual Goods to outfit UC's typical rooms, listed above, that will provide maximum value to the UC through enhanced technology, superior customer service, streamlined processes, and lower total cost of ownership. Proposers will offer their complete Audio Visual product offering line. At a minimum, the following categories of Goods must be proposed:

1. Flat Panel Displays
2. Video Inputs/Audio/Video
3. Conferencing systems/cameras/encoder and decoder/etc.
4. Audio Systems
5. Projection Screens
6. Video Projectors
7. Control Systems
8. Wireless Presentation-video inputs
9. Lecture Capture
10. Accessories
11. Other (Cabling, etc.)

Pricing for Goods is being requested by manufactures in all categories listed in the price sheet of the Goods Questionnaire. Proposers will provide a Line of Business (LOB) discount percentage off the published Manufacturers Suggested Resale Price (MSRP) or list price by the Manufacturers product line in each category. MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. In addition, each proposer is encouraged to provide all other manufacturers LOB discount percentages they may do business with in the separate Price sheet provided as an attachment. The LOB discount percentages quoted shall held firm for all future purchases during the duration of the agreement. Proposer is required to include the manufacturer URL in the price sheet to validate the current MSRP. Proposer must provide a copy of the published MSRP upon UC request.

Services Scope

The scope of the Services component includes, but is not limited to, the ability to develop and coordinate the design, installation, integration, and maintenance of audio visual systems in conjunction with the project architect and construction personnel, including, UC IT staff who are responsible for finalizing and testing enterprise operations, or any Omnia Partner Public Participating Agencies' IT staff or project manager. The Audio Visual Services Supplier will be responsible for deploying a complete system that operates according to the design and specifications, regardless of who installed the various components, specified by any UC Location or participating agency. At a minimum, the following services must be proposed:

1. Design/Consultation
2. Installation
3. Integration
4. Maintenance Services

Pricing for Services is being requested for the positions listed in the price sheet of the Services Questionnaire. Each UC location may require some, all, or none of the above Services.

C. Organizational Context:

University of California

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 University of California (UC) has approximately 273,000 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 Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with 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 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.

OMNIA Partners – National Master Agreement

The University of California, as the Principal Procurement Agency, defined in *National Requirements Document*, 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”). *National Requirements Document* 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 (formally, 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 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. 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 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 (*National Requirements Document*).

While no minimum or maximum volume is guaranteed to the Supplier, the University of California anticipates spending approximately \$20 million annually for Audio Visual equipment, materials, and related supplies and Audio Visual design/consultation, integration, installation and maintenance services. The estimated annual volume of Audio Visual equipment and services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$200 million, however, no minimum or maximum volume is guaranteed to Supplier under the OMNIA Partners Master Agreement. This projection is based on the current annual volumes among the University of California, 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.

D. 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.

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

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

IT Commodity Manager contact information:

Michael Wegmann

IT Commodity Manager

E-mail: Michael.wegmann@ucop.edu

Phone: 510.987.0428

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

E. RFP Schedule:

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

F. Addenda to the RFP:

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

G. Instructions for Submitting Proposals:

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

Responses will take time to enter into the CalUSource portal. It is highly recommended that Proposers go through the Supplier Resources at <https://calusource.net/supplier-resources/> for guidance on how

to navigate and use CalUSource. Proposer's inability to enter their response into the UC's Supplier Registration and Sourcing System will not be accepted as a reason for a late response.

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

Proposers 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. Proposers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Proposer's eligibility to participate in future UC business.

1. Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment.
2. Attachment Naming Convention Example:

Your Company Name_RFP Name_Questionnaire Name, Questionnaire, Question #

XYZ Company_Office Supplies RFP_, Questionnaire-Supplier Information, #3

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

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

Proposers must operate within the guidelines of all Federal and State Labor Codes.

Late proposals will not be accepted.

H. Proposer Questions:

Each Proposer is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUSource "Discussion Forum" by the stated deadline. Responses to individual Proposer questions will be made available to all Proposers that submit a notification via the CalUSource portal of their intent to bid.

I. Proposal Evaluation and Agreement Award:

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP.
2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public

Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the UC's specifications.

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

The UC's selection may be made based on the initial proposals or may elect to negotiate with Proposers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Participating Agencies commonly require a modification to a term of the Agreement (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Agreement. The UC reserves the right to withdraw this RFP at any time.

J. Multi-Phased Initiative:

This Initiative will consist of the following separate phases:

1. **Phase I- Prerequisites:**
Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUSource before advancing in the proposal process.
2. **Phase II: Selection of Finalists**
Finalists will be identified based on the quality and responsiveness of the written proposals.
3. **Phase III: Finalist Presentations (At UC Discretion)**
 - a. The top finalists resulting from Phase II will advance to Phase III.

- b. Proposers may be requested to conduct a live presentation regarding the Proposers' ability to provide the Services. However, the 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 proposer for the costs associated with the interview process.

K. Proposal Preparation Costs:

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

L. 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.

M. Agreement Term:

The term of the Agreement shall commence upon execution of the Agreement will be for a period of five (5) 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 eight (10) 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.

N. No Mandatory Use:

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

O. Disclosure of Records/Confidentiality of Information

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

P. Audit Requirements:

1. Any potential agreement issued as a result of this RFP shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under the agreement.

2. The UC, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or any services or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Proposer involving transactions and work related to any such agreement until the expiration of five (5) years after final payment hereunder.
3. The examination and audit will be confined to those matters connected with the performance of the agreement, including, but not limited to, pertinent books, documents, papers, and records of the Proposer involving transactions and work related to the agreement as well as the costs of administering the agreement.

Q. Business Review/Business Reports

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

R. Errors and Omissions:

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