REQUEST FOR QUOTATION
RFQ # 002476-UCDH RFQ AUG 2021 DARK FIBER CONNECTIVITY-EDB

UNIVERSITY OF CALIFORNIA DAVIS HEALTH, SACRAMENTO, CA

RFQ ISSUE DATE: August 20, 2021
RFQ QUESTION DUE DATE: September 8, 2021, 3:00 p.m.
RFQ DUE DATE: September 30, 2021, 3:00 p.m.

Return Response to: CALUSOURCE.NET
If sent by email (not preferred), use Subject line RFQ # 002476-UCDH RFQ AUG 2021 DARK FIBER CONNECTIVITY-EDB and send to edebartolo@ucdavis.edu

All questions regarding this RFQ should be directed to:
Elizabeth De Bartolo, Strategic Sourcing Professional 3
Email: edebartolo@ucdavis.edu
Purchasing Department
University of California, Davis, Health
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

QUESTIONS SHOULD NOT BE DIRECTED TO ANY OTHER UNIVERSITY DEPARTMENT OR STAFF. MATERIAL OR SUBSTANTIVE INFORMATION PROVIDED TO ANY BIDDER, AS A RESULT OF QUESTIONS RECEIVED, WILL BE PROVIDED TO ALL BIDDERS VIA AN ADDENDUM TO THIS RFQ.

It is preferred that bidders use the Calusource.net for all submittals and communications relating to this RFQ.

If required, an alternate location for this RFQ document can be found at the following University of California Davis Health Web address: http://www.ucdmc.ucdavis.edu/matmgt/

You may download this document and any updates until the submittal due date from the UC Davis website: http://www.ucdmc.ucdavis.edu/matmgt/
INTRODUCTION

This RFQ is based on the need of UC Davis Health ("UCDH") to address the lease agreements for fiber connections between various sites. Many of these are on expiring contracts, while others are antiquated. We will include a services agreement with each lease agreement for repairs as outlined in the documents to support communications platforms for off-site buildings. The statement of work for this project is included in Attachment A.

1. This RFQ is an invitation to suitably qualified vendors to submit a quotation for the connectivity as described in the Statement of Work per Attachment A and based on the Dark Fiber Schedules in Exhibit 1. Any deviation from the specifications must be identified and fully described. If unable to quote, please return this form so marked. This request is for the Dark Fiber Connectivity for multiple UCDH sites.

2. Pricing is to be submitted per the attached Pricing Sheet - Attachment 2 and in Statement of Work - Attachment A.
   a. Vendor quote is firm for 60 days, fixed Rates for their Identified professionals.
   b. The Costs quoted per the pricing sheet shall be inclusive of expenses.
   c. Include additional costs, if any.

All invoices must clearly indicate the following information:
UC Purchase Order or Release Number;
Any applicable discount;
California sales tax as a separate line item;
Reference to original order number for all credit invoices issued;
Purchasing card information, if applicable

Supplier will submit invoices directly to UC Accounts Payable Departments, hs-ucdhsap@ucdavis.edu at each UC location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

UC will normally pay invoices within thirty (30) days of satisfactory product delivery or receipt of correct invoice.

3. Any deviations must be noted on a separate sheet and clearly marked.

4. PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeable occupations are involved in
providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

Please refer to Article 24 in UC Terms & Conditions of Purchase – Exhibit A.

5. FAIR WAGE/FAIR WORK

Supplier will be required to agree to the UC Fair Wage/Fair Work provision in UC’s Terms and Conditions of Purchase. This provision requires supplier to warrant that it is in compliance with applicable workplace requirements; to pay no less than the UC Fair Wage to employees who perform the Services ($15 per hour as of 10/1/17); to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services; to be subject to interim audits by UC in this regard; and in the case of services that exceed $100,000 per year, annually to certify completion of an independent audit of compliance with the UC Fair Wage/Fair Work provision. Annual audits may be performed by supplier’s independent auditor or independent internal audit department in compliance with UC’s required audit standards and procedures.

Please refer to Article 25 in UC Terms & Conditions of Purchase – Exhibit A.

6. The bidder to whom the contract may be awarded is required to register the project as DIR (California Department of Industrial Relations).

7. SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Quotation</td>
<td>8/20/2021</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions or Request for Clarifications, 3:00 p.m. Pacific</td>
<td>9/8/2021</td>
</tr>
<tr>
<td>Response back to vendors with answers to clarification questions</td>
<td>9/15/2021</td>
</tr>
<tr>
<td>Deadline for receipt of Vendors’ Proposals by 3:00 p.m., Pacific</td>
<td>9/30/2021</td>
</tr>
<tr>
<td>Expected Issuance of PO</td>
<td>TBD</td>
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</table>

8. QUESTION AND ANSWER PERIOD

Questions may be submitted from time of RFQ issuance through September 8, 2021 at 3:00 p.m.

9. RFQ SUBMITTAL

RFQ must be submitted via CalUSource or via email to Elizabeth De Bartolo, edebartolo@ucdavis.edu, no later than September 30, 2021 by 3:00 p.m. The
addendum, if any, will be provided to each responder of the RFQ and posted in Calusource.net and on the UCDH Purchasing web site at [http://www.ucdmc.ucdavis.edu/supplychain/Opensolicitations.html](http://www.ucdmc.ucdavis.edu/supplychain/Opensolicitations.html).

10. BASIS OF AWARD

Unless otherwise indicated, award(s) will be made to the overall best responsive, responsible vendor(s) whose proposal, in the sole opinion of UCDH is deemed best able to serve the needs of UCDH contained in this RFQ and who have demonstrated the ability to perform the required service in an acceptable manner. Notwithstanding any other provision of this RFQ, UCDH reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all submissions or portions thereof; or (3) reissue a RFQ when UCDH determines that it is in the its best interest to do so (4) make an award to more than one vendor if in the best interest of UCDH to do so.

**Evaluation Criteria**

UCDH will evaluate and rate the proposals of qualified firms on their technical merits by applying the Evaluation Criteria listed below (in order of importance) a. Qualifications, b. Cost of proposal, and c. Acceptance of UC Terms and Conditions of Purchase, Purchasing Agreement and Appendix – Data Security. Failure to provide the information necessary to fully evaluate the bid response will result in disqualification of the bid.

**QUOTATION REQUIREMENTS**

1. University of California Purchasing Terms & Conditions, **Exhibit A**, will apply to the resultant award/ purchase order.

2. The right is reserved by the UCDH to cancel any purchase order which results from your offer, at any time, for convenience, at the option of and without penalty to the University.

3. Vendors are advised that exceptions to University specified contract conditions and/or University standard terms and conditions for purchase, as referenced herein and attached, are not invited and may result in disqualification of the vendor.

4. Notwithstanding any other provision of the RFQ, vendors are hereby advised that this RFQ is a solicitation for proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDH reserves the unqualified right to reject any or all proposals for any reason.

5. UCDH shall have the unconditional right to withdraw, cancel, or amend this RFQ at any time. Vendors shall bear all costs associated with the preparation and furnishing of responses to this RFQ. UCDH, in its sole discretion, reserves the right to determine whether any Vendor meets the qualification standards, to determine whether a proposal is responsive, and to select proposals which best serve its programmatic objectives. UCDH reserves the right to negotiate a binding contract with the selected Vendor(s).
6. UCDH at its sole discretion, reserves the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFQ addendum issued by UCHD shall indicate the new submission date for proposals.

7. **Public disclosure:** Responses to Become Public Records: All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

8. **Designation of Confidential Information:** The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY.” Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure.

9. To facilitate timely award of this contract, each Vendor must certify its ability to comply with the insurance requirements outlined in the University of California terms and conditions. The University will require the selected Vendor to furnish a certificate of insurance naming The Regents of the University of California as an additional insured. Such certificate of insurance shall be in a form as issued by an insurer approved by the University and shall contain an endorsement requiring not less than thirty (30) days’ written notice to the University prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to the University at least ten (10) days prior to the expiration of the term of said policy. Failure to comply with this requirement may result in cancellation of any contract resulting from this RFQ.

10. The University reserves the right to cancel any contracts resulting from this RFQ at any time should insufficient funds be budgeted to continue the contract, by giving 90 days prior written notice to the Vendor.

11. The Vendor awarded a contract as a result of this RFQ may not assign or sublet the whole or any part of the contract without the prior written consent of the University.

12. **This RFQ form completed with required 1) signatures and information, 2) completed Statement of Work in Attachment A and Questionnaire (Attachment 1) and Pricing Sheet (Attachment 2) must be returned by due date/time to be considered for this engagement.**

13. Please respond to this request even if a "no bid" is submitted.

14. Responding vendors are required to submit quotation response via online tool 'CalUSource' no later than **September 30, 2020 3:00pm Pacific Time.**

15. In order for your quotation to be considered, your response must fully address ALL questions accompanied with supporting information as indicated.

16. Unless otherwise stated, your quotation will be firm for 120 days from the date of RFQ closing.
17. Any deviation from the specifications must be identified and fully described. The right is reserved to accept or reject quotations as a whole, and to waive any irregularities in the quotation.

18. Piggyback: The University of California Davis Health (UCDH) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDHS will not be responsible for any problems, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

QUALIFICATIONS

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION IN ATTACHMENT 1 – QUESTIONNAIRE RFQ DARK FIBER CONNECTIVITY.

This section seeks to obtain information on Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFQ, including but not limited to the following. Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

1. PROPOSAL RESPONSE QUESTIONS – Provide responses in Attachment 1 – Questionnaire RFQ Dark Fiber Connectivity.xls

A. Company Ownership and Management

1) Company name:
   Address:
   Phone:
   Fax:
   E-mail:
   Internet address:
   Tax Identification Number

2) Provide names and titles of company principals.

3) When was your company founded?

4) Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.

5) Provide the number of full-time staff in your organization, i.e. management, administration support, installers, construction crew members, etc.

6) What is your company's total number of dark fiber clients?

7) Provide the name and title of the individual with whom to communicate if further information about your proposal is desired. Also provide their telephone number and
e-mail address

8) Identify by name and University position any University officer, faculty member or other employee who holds a position of director, officer, partner, trustee, manager or employee of the Bidder’s company as well as the name of any near relatives who are employed by the University.

9) Provide a statement of the total dollar amount of work performed by Bidder for the University of California in the past twelve (12) months and specify the campus(es) served.

B. Agree to UC Terms & Conditions (Exhibit A). AGREE/ DISAGREE

C. Agree to terms of UC Purchasing Agreement (Exhibit B). AGREE/DISAGREE

D. Can you comply with UC’s Information Security Requirements (Appendix – Data Security). YES / NO.

E. References:
   1) Provide the company name, contact name, title, email address and phone number of three (3) to five (5) recent clients where your company has provided the same or similar services with dates of contract and description of services.

2. EQUAL OPPORTUNITY:

As a supplier of goods or services to the University of California, I/we certify that I/we shall not maintain or provide racially segregated facilities for employees at any establishment under my/our control. I/we agree to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, I/we shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925(f)), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. I/we shall communicate this policy in English to all persons concerned with the company, with outside recruiting services, and the minority community at large. Upon request, I/we shall provide the University a breakdown of my/our total labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University my/our policies and practices relating to my/our Equal Opportunity Program.

List of Documents contained in this RFQ:
1. Exhibit A – UC Terms and Conditions (4-5-2021)
2. Appendix – Data Security (8-12-2019)
3. Exhibit B - Purchasing Agreement
4. Attachment A – Statement of Work
5. Exhibit C – Dark Fiber Service Schedules
6. Attachment 1 – Questionnaire spreadsheet
7. Attachment 2 - Pricing spreadsheet
Certification

I certify that I am authorized to sign for this offer on behalf of the organization I represent, and agree to all terms and conditions described herein.

_____________________________________________________

Date       Authorized Signature

_____________________________________________________

Company Name

_____________________________________________________

Address