

UNIVERSITY OF CALIFORNIA, MERCED



REQUEST FOR PROPOSAL # UCM1068TT

FOR

WETLANDS MITIGATION

ISSUE DATE: September 30, 2013
**MANDATORY PRE-PROPOSAL
CONFERENCE DATE:** October 7, 2013
DUE DATE: November 22, 2013
TIME: 4:00 p.m. (PT)

RFP Administrator: Terry Thun, A.P.P.
Principal Buyer
University of California, Merced
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1 RFP Background and Intent

1.1 Organizational Context and Background

1.1.1 University of California

Founded as the state's first and only land grant institution in 1868, the University of California is a system of 10 campuses with approximately 180,000 undergraduate and graduate students. The official research arm of the State of California, UC has five medical schools, four law schools and the nation's largest continuing education program. It also manages three national laboratories that are engaged in energy and environmental research and approximately 130,000 acres of natural habitat in California for research, teaching and outreach activities. The University's fundamental mission is teaching, research and public service.

1.1.2 University of California, Merced

UC Merced ("University" or "UCM") opened September 5, 2005 as the 10th campus in the University of California system and the first American research university of the 21st century. The campus significantly expands access to the UC system for students throughout the state, with a special mission to increase college-going rates among students in the San Joaquin Valley. It also serves as a major base of advanced research and as a stimulus to economic growth and diversification throughout the region. Situated near Yosemite National Park, with a current population of approximately 6,000 students, the University is expected to grow rapidly, topping out at approximately 25,000 students within 25 years.

1.2 RFP Background

In 1998, the University of California Regents ("Regents") selected a site in Merced County for the location of its tenth campus. At full development, the campus will accommodate 25,000 students adjacent to a planned "University Community" that will provide related residential housing, employment and support opportunities.

In 2002, the Regents first applied for a Section 404 permit under the Clean Water Act of 1972 as part of the early planning for the Merced campus. In April 2009, the U.S. Army Corps of Engineers ("Army Corps") issued the Regents a permit (SPK-1999-00203) to fill approximately 78 acres of wetlands habitat on the site for the UC Merced and University Community projects. The permit requires the University to secure a compensatory mitigation site that fully offsets impacts to waters of the United States, including wetlands authorized under the permit.

As part of the agreement to compensate for the loss of wetlands from construction of the UC Merced campus and the University Community, the University prepared a Compensatory Wetlands and Mitigation Monitoring Program ("CWMMP", Attachment 3) The CWMMP consists of mitigation and monitoring measures created to address the direct, indirect, and cumulative impacts associated with the UC Merced campus and the University Community. The CWMMP specifies mitigation measures involving both the preservation of wetlands and

special status species habitats and the restoration and creation of wetlands to compensate for wetlands that would be lost under full build-out of the UC Merced Campus. These mitigation measures are to occur within a geographic area extending from Northern Madera County north to southern Stanislaus County and west to the San Joaquin River, (“Geographic Area of Interest”).

1.3 Intent

The University’s primary objectives in releasing this RFP are to identify site(s) and a proposed mitigation plan, and to obtain firm costs for planning, permitting, constructing and monitoring a compensatory mitigation site that satisfies the requirements of its Section 404 permit. Through this process, the University intends to purchase turnkey mitigation to meet its environmental mitigation requirements, and does not intend to directly purchase land and/or easements(s) or construct the mitigation site to fulfill the environmental mitigation requirements. Turnkey mitigation consists of:

- Preparation of a site-specific addendum to the CWMMP to be submitted to the Corps of Engineers for approval;
- Establishment of any necessary conservation easement;
- Construction of the wetland restoration/creation;
- Performance monitoring of the constructed mitigation; and
- Implementation of long-term monitoring and management of the mitigation site.

The University will separately establish long-term funding assurances and/or endowment for long-term maintenance and monitoring.

2 Instructions to Bidders

2.1 Mandatory Pre-Proposal Conference

Webinar conference via Ready Talk logon at <http://uc.readytalk.com/> from 3pm (PT) to 5pm (PT)

Call in: 866-740-1260, Access Code: 2284084

Attendance at the on-line Pre-Bid Conference is mandatory for bidders who intend to submit a proposal.

2.2 Issuing Office and University Contact

This RFP is being issued by the University Purchasing Department which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

All communications, including any requests for clarification, concerning this RFP shall be directed to the designated RFP Administrator.

2.3 Schedule of Events

Listed below are the key action dates/times for this RFP. If the University finds it necessary to change any of the dates as indicated below, an addendum to the RFP will be issued.

Release of RFP.....	September 30, 2013
Mandatory Pre-Proposal Conference.....	October 7, 2013
Deadline for Questions regarding RFP.....	October 14, 2013
Proposal Due Date.....	November 22, 2013
Anticipated Selection.....	December 13, 2013

Note: The above dates are subject to change at the option of the University.

2.4 Proposal Receipt

Proposals are to be addressed and delivered as follows:

One (1) original hardcopy and five (5) soft copies (e.g., CD, flash drive, etc.) to:

Terry Thun
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340

Phone: (209) 228-4084

Proposals shall be in a sealed envelope marked:

Name of Bidder
RFP Number UCM1068TT
Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will be returned to the bidder unopened.

2.5 Bidder Questions

Bidders are 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, or omissions to the RFP, or if there are any questions as to any information provided in the RFP or by any other source, a request must be submitted via email or fax for clarification, interpretation or correction by the date listed above. Such inquiries must be directed to the buyer listed below. The University may be unable to respond to inquiries received too close to the bid submission deadline to permit a timely and comprehensive reply to all prospective Bidders.

Questions regarding this RFP must be submitted using the attached "Bidder Inquiry Form" no later than October 14, 2013. Please submit via email (preferred) or fax to:

Terry Thun
UC Merced Purchasing Department
Fax : (209) 228-2925
tthun@ucmerced.edu

2.6 Restriction on Communications

Except for the designated contacts listed above, Bidders are not permitted to communicate with University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of awards, except during:

- Oral presentations and site visits, if conducted.
- If a Bidder is found to be in violation of this provision, the University reserves the right to reject their proposal.

2.7 Proposal Format and Required Submittals

Bidders are to provide a written proposal addressing the full scope specified under this RFP.

Proposals shall be submitted in the following format and should include all of the elements listed, be clearly indexed and assembled (in accordance with the numbers and order listed below) and reference the corresponding RFP Sections and paragraphs:

1. Table of Contents - Proposals should include a table of contents with page numbers with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 7.
3. Cover letter Provide name of contact person, phone number and facsimile number; identify whether the Proposer is a single entity, partnership, corporation or joint venture, or other legal entity recognized in the State of California; and include the names and relevant qualifications of the members of proposed project team. Cover Letter shall be limited to a maximum of two (2) pages.
4. Introduction and Executive Summary - This section should present an introduction and general description of the company's background, nature of business activities, and experience; identifying and substantiating that it is well-qualified to provide the requested services for the University.
5. Narrative Response*
6. Cost Sheet - RFP Section 6.
7. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Sections 4.

* The Narrative Response shall include.

- A. **Project Understanding:** This section shall clearly convey the Proposer's understanding of the Program Requirements per RFP Section 3.
- B. **Approach and Management Plan:** This section shall provide the Proposer's proposed approach and implementation plan for providing the services.
- C. **Qualifications and Experience:** The proposal shall provide the qualifications and experience of the Proposer's team that will deliver the required environmental mitigation and preparation of the Compensatory Wetlands and Mitigation Monitoring Program (CWMMP). Please emphasize the specific qualifications and experience from projects similar to this project.
- D. **Implementation Plan and Schedule:** The Proposal shall clearly state the approach the Proposer will use to provide all of the required mitigation and the manner/approach for ensuring the environmental mitigation and CWMMP is delivered expeditiously per the required schedule. This section shall include a description of how each major task and subtask of the project will be conducted, identification of deliverables for each major task and subtask, and a schedule. The Implementation Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and subtasks and include durations for the performance of each task, subtask, and milestone. Discuss the Proposer's approach for completing the services for this project on schedule.

Clearly identify on a map the location and limits of the proposed mitigation area(s), including upland buffer, within the Geographic Area of Interest. The University has not evaluated the identified sites and the Bidder is responsible for determining site suitability and availability.

Include a map clearly identifying the location and limits of existing wetlands, by type, within the mitigation area(s) and identify the corresponding acreage by type.

Include a map of the proposed wetland restoration and creation, at least on a conceptual basis.

Include copies of any and all biological studies that have been conducted for the mitigation area(s).

- E. Additional Relevant Information: Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).

Proposals in any other format will be considered informal and will be rejected. An individual authorized to extend a formal proposal must sign all proposals. If the Bidder fails to provide any of the information, the University may at its sole option, ask the Bidder to provide the missing information or evaluate the proposal without the missing information.

Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither required nor desired

2.8 Proposal Modifications or Withdrawal

No modification of submitted proposals will be permitted in any form. Any proposal may be withdrawn prior to the time set for the receipt of proposals. No proposal shall be withdrawn for a period of (90) ninety calendar days thereafter.

2.9 Bidder Representation

Each bidder, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.10 Complete Proposals

All bids must be full and complete at the time of bid opening.

2.11 Amendments to RFP before Due Date

No individual is authorized to amend any part of this bid in any respect, by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date. However, if necessary, supplemental information in addenda form will be provided to all prospective Bidders who have received this RFP from The University Purchasing Department. Failure of any Bidder to receive such addenda shall not relieve the Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this RFP.

2.12 Firm Proposals

All Proposals shall be firm and fixed for 90 days following the deadline for RFP submissions, or until a contract is signed, whichever comes first.

2.13 Minimum Bidder Qualifications

The University believes that the previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation

- Bidders must be able to demonstrate the capability of providing the required services by possessing adequate available resources, including personnel and facilities.

This demonstration of capability includes successful experience with large-scale vernal pool and seasonal wetland restoration and creation mitigation projects in California's Central Valley, including all aspects of design, construction, performance monitoring and long-term monitoring and maintenance. This experience may be derived from mitigation banks and/or permittee-responsible (turnkey) mitigation projects.

- Bidders must have the ability to obtain the necessary insurance (ref.: Article XI of the attached University of California Professional Services Agreement) and performance bonds or other form of financial assurance.
- Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- Bidders must operate within the guidelines of all federal and state labor codes.

In addition to the information required above, the University may request additional information either from the bidder or others, and may utilize site visits and bidder presentations, as reasonably required by the University to verify the bidder's ability to successfully meet the requirements of this RFP.

2.14 Post-Qualification and Supplier Interview or Site Visit

All Proposals submitted from suppliers, who have not been pre-qualified, as a supplier to the University will be subject to post-qualification. Qualified status is based on such factors as successful experience with large-scale vernal pool and seasonal wetland restoration and creation mitigation projects in California's Central Valley, including all aspects of design, construction, performance monitoring and long-term monitoring and maintenance. This experience may be derived from mitigation banks and/or permittee-responsible (turnkey) mitigation projects. In addition, financial resources, delivery capability, experience, organization, personnel, technical skills, operations controls, equipment, facilities, quality control and other related factors which may be an indicator of a supplier's ability to perform will be considered.

3 Program Requirements

This section sets forth specific product and service requirements. Proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and the bidder's approach to fulfilling the requirements.

3.1 Overview

Proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of the requirements and the proposal's approach to fulfilling the requirements.

This Scope of Work encompasses those tasks and products necessary to implement and complete turnkey wetland mitigation required by the Army Corps permit. The wetland mitigation measures for the UC Merced and University Community projects are set forth in the CWMMP.

This scope of work encompasses only those measures associated with components of the CWMMP pertaining to the restoration and creation of wetlands.

The following is a more-detailed description of each of the tasks and products described above.

3.2 Scope of Work

3.2.1 Provide the University with a site specific addendum to the CWMMP to be submitted to the Corps of Engineers.

Work/Product for Task 1:

- The Contractor will provide the University with site-specific addendum (the "Addendum") to the CWMMP.
- The Addendum will address the physical and biological characteristics of the mitigation site, the design of the restoration/creation, construction techniques, performance monitoring, performance standards, as well as a long-term monitoring and management plan including a conservation easement and funding assurances.
- The content and format for the Addendum shall follow and be generally consistent with the Army Corps and Environmental Protection Agency's regulations regarding compensatory mitigation for losses of aquatic resources (Compensatory Mitigation for Losses of Aquatic Resources, Final Rule, FR Vol. 73, No. 70, April 10, 2008).
- The CWMMP provides for the restoration or creation of vernal pools and wetland swales and the creation of seasonal wetlands, seasonal marsh and emergent marsh:
 - 50 acres of vernal pools and vernal swales must be constructed and

ultimately prove successful, i.e., satisfy all performance standards.

- 27.76 acres of seasonal wetlands, seasonal marsh and/or emergent marsh must be constructed and ultimately prove successful, i.e., satisfy all performance standards.
- For purposes of this RFP, these mitigation acreages should be treated as targets rather than absolute requirements. There is potential flexibility to vary the amount and types of wetlands created and restored depending on site-specific characteristics of the mitigation area(s), subject to resource agency approval. Similarly, the mitigation may be accomplished at more than one mitigation site and it may be accomplished under two or more separate contracts and/or contractors. For these reasons, the University is soliciting proposals that individually would substantially, but not necessarily totally, achieve these mitigation goals. Those proposals that most completely satisfy these goals will be given preference.

Target Completion Date for Task 1:

- The Administrative Draft of the Addendum is to be provided to the University not later than January 30, 2014.
- The Final Addendum is to be provided to the University not later than February 20, 2014 for submission to the Army Corps.
- The University will likely receive agency comments or revision requests from the Army Corps within 30 days of receipt of the “Final” Addendum. As such, the target completion date for the proposer to resubmit a “Revised Final” Addendum for transmission by the University will be May 1, 2014.

3.2.2 Establish Conservation Easement

Work/Product for Task 2:

- The contractor will be responsible for establishing a conservation easement over the mitigation in accordance with the Addendum.

Target Completion Date for Task 2:

- June 1, 2014

3.2.3 Construct the Wetland Restoration/Creation

Work/Product for Task 3:

- The Contractor shall implement all required mitigation measures consistent with the CWMMP and the approved Addendum.
- The Contractor will be responsible for all aspects of the construction including erosion control and QA/QC.
- Upon completion of the construction, the contractor will prepare as-built drawings of the constructed mitigation and provide them to the University.

Target Completion Dates for Task 3:

- Construction of the wetland restoration and creation will be initiated as is reasonably possible but no later than June 2014.
- All construction will be completed no later than September 30, 2014.

3.2.4 Monitor the Performance of the Constructed Wetland Restoration and Creation to Assure Attainment of Performance Standards..

Work/Product for Task 4:

- The Contractor will monitor all constructed wetlands consistent with the CWMMP and the Addendum.
- The Contractor will perform all required field studies and will prepare all required annual monitoring reports on the schedule specified in the Addendum.
- The Contractor will submit all annual monitoring reports to the Authority as well as the required agencies.
- Where deficiencies in the performance of the constructed mitigation are observed, the Contractor will identify such deficiencies and evaluate their cause(s), and identify and implement appropriate remedial measures to assure satisfactory performance.
- After the implemented mitigation has been monitored for the prescribed period and all performance criteria have been satisfied, the Contractor will be responsible for obtaining concurrence, in writing, from all applicable resource agencies that the performance standards have been satisfied and that performance monitoring is completed.
- Upon receiving the Corps of Engineers' concurrence that all performance standards have been successfully attained, performance monitoring will cease and long-term maintenance and monitoring (Task 5) will commence.

Target Duration for Task 4:

- A minimum of five or ten years (whichever is specified in the approved Addendum) following completion of construction of the wetland restoration and creation.
- In the event that all performance standards are not satisfied in the initial performance monitoring period, the contractor will be responsible for continued performance monitoring until all performance standards are modified.

3.2.5 Own, Manage, Monitor and Maintain the Mitigation Area(s)

Work/Product for Task 5:

- The Contractor will be responsible for long-term monitoring and maintenance of the mitigation area(s) consistent with CWMMP and the Addendum.
- The Contractor will ensure that the mitigation area(s) is managed, operated and maintained in perpetuity as required by the CWMMP, Addendum and conservation easement.
- The Contractor will be responsible for implementing and complying with all aspects of the long-term management plan including monitoring and maintenance of the mitigation area and annual long-term monitoring reporting requirements.
- The Contractor will remain responsible for satisfying these requirements unless and until they are transferred to a third party consistent with the provisions of the long-term management plan.

Target Duration for Task 5

- Ongoing in perpetuity

4 Terms and Conditions

4.1 University Terms and Conditions:

The terms and conditions governing the contract shall include University of California Terms and Conditions Appendix A and Special Terms and Conditions for Maintenance Supplement 2 and/or other terms and conditions that may be required under University of California policy or State law based upon the scope of work provided under the final contract.

4.2 University of California Employees

All proposals must indicate any/all known University of California employees and/or near relatives who hold a position in your organization or have been engaged as a consultant for your organization within the last two years. Also indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, state so in the RFP response.

4.3 Conflict of Interest

- Supplier shall not hire any officer or employee of the University to perform any service covered by this agreement.
- Supplier affirms that to the best of her knowledge there exists no actual or potential conflict between Supplier's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.
- Supplier shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Supplier.
- Supplier shall not include consultants who were involved in the preparation of this specific RFP.

4.4 University's Right to Reject or Modify

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to the University. The University reserves the right to negotiate the modification of the proposal terms and conditions prior to the execution of a contract, to ensure a satisfactory procurement.

4.5 Supplemental Terms and Conditions/Modifications

Any supplemental terms or conditions, or modification or waiver of these terms and conditions must be in writing and signed by Supplier and University.

4.6 Disclosure of Records

All bids, supporting materials, and related documentation will become the property of the University.

This RFP, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by The University for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend:

“CONFIDENTIAL INFORMATION”

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of The University for information that has been designated as confidential by the bidder and on the basis of that designation, the University denies the request for information, the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

4.7 Form of Agreement

The contents of this RFP (including the attached appendices as appropriate), RFP Addenda, and the proposal document of the successful Supplier shall become contractual obligations as part of the Contract if acquisition action ensues. Failure of successful Supplier to accept these obligations in a contractual agreement shall result in cancellation of award. The University reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Supplier for the purpose of obtaining the best possible offer.

4.8 Performance Standard

All work performed shall be first-class in every respect and shall conform to the highest standards of the industry.

4.9 Marketing References

The successful bidder shall be prohibited from making any reference to University, in any literature, promotional material, brochures, or sales presentations without the express written consent of the University.

4.10 Proprietary Information

Any restrictions on the use of data contained in a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the Request for Proposal will be handled in accordance with applicable University of California procurement

regulations the Public Records Act. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented by Suppliers. All data, documentation, and innovations become the property of the University.

4.11 Insurance Requirements

Prior to the commencement of any work under this contract, the Supplier shall provide evidence of current insurance pursuant to attached University of California Terms and Conditions Appendix A.

4.12 Performance Assurances

Supplier will be required to provide a performance bond or other form of financial assurance to ensure successful completion of the wetlands restoration.

4.13 Audit Requirement

Any agreement resulting from this RFP shall be subject to an examination and audit by the University and the State of California for a period of three (3) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the agreement, including but not limited to the costs of administering the agreement.

4.14 Terms Included and Order of Precedence

In submitting a proposal in response to this RFP, Bidder acknowledges that this RFP, including all appendices and attachments, and including service, financial and program specifications and terms and conditions will be incorporated in its entirety in any award issued in response to this RFP. Other documents to be incorporated in the Agreement shall include the Bidder's entire proposal, including all brochures, attachments and supplementary information. However, in the event of any conflict between the RFP and the bid, the terms of this RFP shall control, and govern any matter set forth therein that is not explicitly modified, added or deleted by the provisions of the subsequent Agreement.

5 Proposal Evaluation and Contract Award

5.1 Evaluation Method

This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable University policies and State of California law. The University reserves the right to withdraw this Request for Proposal at any time. All documents submitted to the University UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

Any contract(s) resulting from this Request for Proposal will be awarded to the responsive and responsible bidder whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value to be delivered.

The University will examine each proposal to determine the effectiveness of the proposal in meeting its requirements. In addition to the materials provided in the proposals, the University may request oral presentations and/or additional information.

Factors that will be used in the evaluating the proposals, include:

1. Proposed Satisfaction of Mitigation Objectives
2. Breadth and Depth of Relevant Experience
3. Quality of Key Personnel Proposed for this Contract
4. Resources and Service Commitments
5. Proposed Timeline
6. Costs

5.2 Contract Award in Best Interest

The University and/or University reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals without penalty, make multiple awards or no award, to waive any informalities or irregularities therein, and to contract as the best interest of the University may require in order to put an agreement in place which best meets the needs of the University, as expressed in this RFP. The University reserves the right to negotiate the modification of proposed prices, terms and conditions with the bidder offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

5.3 Bidder Reference Checks

The evaluation committee reserves the right to contact, interview and evaluate the Bidder's references; contact any Bidder to clarify any response; contact and interview any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

6 Cost Sheet

6.1 Costs

Cost Proposal: Please provide a cost proposal that clearly delineates all the costs associated with delivering the environmental mitigation. If the proposal includes construction on a wetland restoration site, the proposal should reflect payment of prevailing wage. Include the total estimated cost for the turnkey mitigation product, the estimated costs for each of the tasks included within this scope of work. Breakdown the total cost on a cost-per-acre basis for restored and created wetlands.

6.2 Payment

Milestone payments shall be made upon completion of task(s) as agreed to by both parties in any resultant contract(s) from this RFP. Parties shall agree on a hold back amount for the final payment until the wetlands restoration site(s) has been deemed functionally restored by the Army Corp.

Invoice Terms Net 30 Days

Prompt Payment/Invoice Terms are _____% _____ days.

7 Bidder Certification/Signature Page

AUTHORIZED SIGNATURE: The proposal must be signed with the full name and address of the Bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

As a supplier of goods and services to the University, I/we certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principals set forth in Executive Order 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women, to take affirmative steps to hire and promote women, to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment, to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the University our policies and practices relating to our affirmative action program.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal, for Proposal number UCM1068TT are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINT NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO.

E-MAIL ADDRESS

8 Attachments

- Bidder Inquiry Form
- Business Information Form
- Compensatory Wetlands Mitigation and Monitoring Plan (CWMMP)
- University of California Terms and Conditions Appendix A
- Special Terms and Conditions for Maintenance Supplement 2
- University of California Performance Bond