

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

Mobile Office Structure (Trailers)

RFP# UCM1019DG
April 17, 2012



Proposal Due No Later Than: 4:00 PM, May 3, 2012

Proposals must be received by the due date and time to be considered.

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1 Introduction and Intent

1.1 University of California, Merced

UC Merced 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, the university is expected to grow rapidly, topping out at approximately 25,000 students within 30 years.

The Campus is being created utilizing the latest sustainable, environmentally-sensitive techniques. The goal for the university is to create an environment that is welcoming to students, reflects new technologies in building design and sets the standard for environmental stewardship and sustainability while providing a model for growth in the San Joaquin Valley.

1.2 Intent

The University of California, Merced is requesting proposals from qualified suppliers to provide a mobile office structure approximately 72' by 60' in size (4,320 GSF), completely built-out with office space for the UC Merced facilities at the Castle Airport, Aviation and Development Center, as described in Section 3 of this RFP.

1.3 Operating Lease or Purchase

The University intends to enter into a lease w/\$1 buyout or an operating lease (rental) for a 5, 7, or 10 year term or will purchase the trailers. Should the University elect to purchase the trailers, the University shall either enter into a lease-purchase agreement with the successful bidder or finance the purchase through a third party. Bidders are asked to provide complete pricing per Section 7 of this RFP.

2 Instructions to Bidders

2.1 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.

The only point of contact for administrative and technical issues regarding this RFP is:

Denise Garcia
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340
Phone: (209) 228-4085
Fax: (209) 228-2925
E-mail: dgarcia@ucmerced.edu

2.2 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.....April 17, 2012
Deadline for Questions regarding RFP.....Noon, April 25, 2012
Proposal Due Date.....4pm, May 3, 2012
Anticipated Award Date:.....June 1, 2012

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

2.3 Proposal Receipt

Proposals are to be addressed and delivered as follows:

1 original and (3) hardcopies to:

Denise Garcia
Principal Buyer
UC Merced
1715 Canal Street
Merced, CA 95340
Phone: (209) 228-4085

Proposals shall be in a sealed envelope marked:

Name of Bidder
RFP Number **UCM1019DG**
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.

2.4 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 Noon, April 25, 2012. Please submit via email (preferred) or fax to:

Denise Garcia
UC Merced Purchasing Department
Fax : (209) 228-2925
dgarcia@ucmerced.edu

2.5 Restriction on Communications

Except for the designated contacts listed above, Bidders are not permitted to communicate with University staff or their representatives 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.

2.6 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. Proposals in any other format will be considered informal and will be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. If the Bidder fails to provide any of the following 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 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 covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 8.
3. 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.
4. Technical Response as required by RFP Section 3. Address all requirements related to your proposal, provide a complete response to all questions.
5. Bidder Qualification Information - RFP Section 4.
6. Cost Sheet - RFP Section 7.
7. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 5.
8. Supplementary Information and Additional Comments as desired.

2.7 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.

2.8 Joint or Partnering Bids/Proposals

A joint bid/proposal, submitted by two or more Suppliers proposing to participate jointly in performance of proposed work may be submitted. To be considered responsive, any such joint bid/proposal must respond to all the requirements of this RFP. However, a single Supplier must be clearly identified as the "Primary Supplier" who will assume primary responsibility for performance of all other joint Suppliers and all subcontracts to every level. The Primary Supplier must identify themselves as such and submit the proposal under their company name and signature. If a contract is awarded in response to a joint bid/proposal, the Primary Supplier must execute the contract and all Partner Suppliers must verify in writing that the Primary Supplier is authorized to represent them in all matters relating to the contract. At least one of the Suppliers must have attended any and all mandatory Pre-Proposal or other meetings. The University assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

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 Simplicity of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Special bindings, color displays, etc., are not desired. Promotional materials are especially discouraged.

2.11 Complete Proposals

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

2.12 Specifications

Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If products and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder (Supplier) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at bidder's own expense.

2.13 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.

2.14 Firm Proposals

All Proposals shall be firm and fixed for 180 days following the deadline for RFP submissions, or until a contract is signed, whichever comes first.

3 Scope and Specifications

3.1 General Requirements

Supplier shall provide a new mobile office structure (trailers on axels) approximately 72' by 60' in size (4,320 GSF) on a site located at the Castle Airport, Aviation and Development Center (Castle) in Atwater, California. The location of the mobile office structure will be situated on a site currently being subleased by UC Merced. The mobile office structure will be leased or purchased by the University per the specifications set forth herein.

Supplier will provide, deliver, set in place, block & level, remove axels, assemble and complete interior & exterior finishes, fully build-out all internal offices and rooms, provide all interior utility (electrical, plumbing, fire, HVAC,) connections for a fully-functional, office facility. Vendor will provide necessary footings and/or hold-downs as required for such installation and install ramps, steps, skirtings etc. Vendor will ensure completed installation is in conformity to all local, state and federal codes for construction of manufactured facilities.

Should the University elect to lease/rent the mobile office structure, the supplier will fully knock-down and disassemble and remove the structure at the end of the term.

The design for the building is required to be DSA approved for ADA and state accessibility requirements. This includes the interior spaces and the exterior steps and ramps. There will not be DSA site inspection. A DOH approved building is acceptable if it satisfies all other requirements of the Request for Proposal.

The supplier may be required to complete and provide Payment and Performance Bonds. (See Exhibits 2 and 3).

3.2 Service Responsibilities and Requirements

The University shall provide a graded and level site +/- .10'. University shall be responsible for all connections/hook up to University utilities and will obtain the necessary permits and licenses required. Connections to University utilities are shown on Site Plan (Attachment #1). All interior electrical, plumbing, and fire sprinkler systems shall be supplied by supplier to terminate at the connection locations shown on Site Plan.

Supplier shall deliver an unfurnished mobile office structure and shall be responsible to fully build-out the mobile office structure, but will not be responsible for the placement or installation of any University owned equipment or furnishings.

3.3 Specifications

The mobile office structure shall consist of NEW trailers; 72' by 60' in overall size (4,320 GSF). See attached Site Plan, (Attachment "1").

Build-out/Installation requirements shall include:

3.3.1 General Requirements

Note: The University will consider equivalents, however all equivalent products/specs must be fully described/detailed in bidder response and spec sheets provided. Samples may be requested at the option of the University. The University reserves the right to determine the suitability of any equivalent products/specs offered.

- a. Ceiling Tile: 24"x24", 9/16" thick, Bio-Block standard ceiling tile, Beveled Tegular, 70% Recycled Content, 80% Light Reflectance, NRC 0.70 Acoustics, 9/16" routed edge.

Base Design Product: Armstrong Cirrus #550

9/16" Exposed Tee-Main Runner (LF): Armstrong Suprafine XL # XL7501

9/16" Exposed Tee-2' Cross Tee (LF): Armstrong Suprafine XL # XL7520

Wall molding for normal conditioned are (LF): Armstrong Wall Molding # 7800

- b. Carpet:

Base Design Product Manufacturer: Bentley Prince Street

Product: Structural Obsession (High PerformancePC)

Product Number: 8SB300630R

Product Construction: Tufted Tip-Sheared

Weight: 30 oz/yd

Machine Gauge: 5/64"

Pile Height: 0.196 in

Stitches: 14/in

Pile density: 8820

Total thickness: 0.318 in

Standard Colorline: 15

Yarn System: Antron Lumena solution dyed nylon

Dye Method: Solution Dye

Soil/Stain Protection: Protekt

Antimicrobial: Intersept

Performance Specifications:

Radiant Panel: Class 1 (ASTM E-648) Critical Radiant Flux > 0.45 W/cm – direct glue

Smoke Density: Dm correct < 450 (ASTM E-662)

Static: (AATCC – 134) < 3.5 KV

Flammability: Passes methenamine Pill test (DOC-FF1-70)

Standard Backing: High PerformancePC (3.810m)

- c. Water based low VOC paints, sealants and floor coverings.
- d. Low VOC wall coverings
- e. Low VOC adhesives
- f. Maximize drop ceiling height.
- g. Under Counter insta-heat for faucets in rest rooms.
- h. Self-illuminating emergency exit signs in conformance with all applicable codes and requirements
- i. Electric Heating and Air Conditioning system with ductwork as required for proper air distribution.
 - o Programmable thermostats and high efficiency HVAC Equipment.

- j. Electrical:
 - o All circuits per room/open space to be 20 amp (see Attachment 3)
 - o Two floor boxes in the conference room are to include quad electrical outlet (shared circuit) and 2 data and 1 phone line in each box (see Attachment 4).
 - o Wall receptacles are to be dedicated circuit.
 - o Each open office space will include electrical box and conduit open to ceiling to accommodate (6) cat5e data cabling. (see Attachment 3)
 - o IDF Room to have 4 receptacles, utilizing two shared circuits.
 - o The office support area will require an electrical box and conduit open above ceiling to accommodate (6) cat5e data cabling.
- k. Flush mount wall box for refrigerator to provide valve and water outlet for ice maker. Box should be 18 inches above floor.
- l. Occupancy sensors (6 each), 1 in the conference room, 1 in each of the 4 private offices, 1 in the IDF Room.
- m. Interior lighting
- n. Photocell operated exterior lighting at all exterior doors.
- o. Maximize low E windows and placement for natural lighting. Standard screens for windows.
- p. Locking exterior and interior doors that are Handicap Accessible and meet ADA Code requirements.
- q. Doors must be wide enough for handicap access and must swing outward.
- r. Fire Sprinklers; Design and install a complete hydraulic fire sprinkler system for Light Hazard. Fire Sprinkler System shall conform to all applicable codes and shall be approved by the Campus Fire Marshal. Plans shall be submitted for approval prior to start of installation.
- s. Two fire alarm pull stations including local exterior alarm tied to pulls.
- t. Wind and Seismic Tie-Down Anchors.
- u. Two ADA compliant ramps as per location on drawing (Attachment 2)
- v. Paint color on Exterior of Trailer Assembly shall be approved by University

3.3.2 Rooms/Office Space

- a. Modular, inside office walls (University shall provide/install furniture after beneficial occupancy).
- b. Four (4) Private offices 120 sq. ft. each.
- c. One (1) 375 sq. ft. conference room
- d. Two (2) ADA compliant restrooms (1 men's and 1 women's) in 240 sq. ft.
- e. One (1) IT IDF Room 100 sq. ft.

- f. Remaining space is to be used for open offices to be installed by the University.
- g. Electrical floor boxes are to be located as specified in Attachment 3. Please use the floor boxes shown in Attachment 4.

3.3.3 Door Assembly and Door Hardware

- a. All exterior doors shall swing outward - same direction of path of emergency egress. These doors shall be glass and aluminum storefront type OR hollow metal with vision glass - to allow individuals at exterior to see if door is opening from the inside.
- b. All exterior doors and required interior exit doors to have code required exit hardware for emergency egress. If panic bar is required, the specification shall be Von Duprin 98/99 series panic device with exterior lock cylinder and lever handle to match series 98L/99L. If standard lever handle hardware is required the specification shall be either Schlage L series mortise locks with series 17 Sparta lever handle OR Schlage series 4000 Grade 1 model ND12D with Sparta lever handles.
- c. All interior doors to be Schlage series 4000 Grade 1 model ND70PD with Sparta lever handles.
- d. All interior and exterior doors to have locking hardware. The locks are to have interchangeable lock cores for campus keying. The keying system shall be Schlage Everest cores (23-030). The locks shall be installed with construction cores installed in the locksets. The permanent cores shall be shipped separately and addressed to the University locksmith. The University locksmith will provide keying to the permanent cores and replace the construction cores with the keyed permanent cores.
- e. Security Requirements: (2) or (3) exterior doors (as determined by the University) and the interior Data Room door shall have card reader access with electric strikes. The trailer unit supplier shall provide electric strikes (compatible with Schlage or Von Duprin locksets), conduits, pull string, boxes, sleeves, and door / jamb preparation, etc. for wall mount card readers and integral wiring from card reader box to space above ceiling and from jamb strike location to space above ceiling. The University will supply the card readers, wiring, and control material and installation. The other exterior doors will have regular locks and will be used as exit doors only.

3.4 Specification Submittals

Attach complete line drawings and floor plan. Design layout and drawing are to include dimensions to reflect the attached drawing design (Attachment 2) of all hard wall locations. Bidder must provide "wet stamped engineered drawings" for the handicapped ramps, seismic tie downs, foundations and fire sprinkler system. Bidders are to have a California Business License and the appropriate licenses issued by the State of California Contractor's State License Board for the work that will be performed under the contract.

Provide mobile office structure specifications and photos, if available, including the following information.

ON FRAME
 MAIN BEAMS:
 TYPE:
 XMEMBERS:
 OUTRIGGERS:

HITCH:
AXLES:

FLOOR-LIVE LOAD

BTM BOARD:

JOISTS:

INSULATION:

DECKING:

FLOOR CVR:

Carpet throughout except in bathrooms (Supplier may be asked to utilize UC Merced's carpet contract for the carpet purchase).

TRIM:

EXTERIOR WALLS-WIND LOAD

STUDS:

PLATES:

SHEATHING:

WALL COVER:

INSULATION:

PARTITIONS:

BASE TRIM:

SIDING:

TRIM:

PAINT:

TRIM COLOR:

BODY COLOR

ROOF-LIVE LOAD 30# MIN.

TRUSS TYPE:

SHEATHING:

INSULATION:

CEILING:

ROOFING:

DOORS:

EXT. DR:

INT. DRS:

WINDOWS

SIZE:

ELECTRIC

LOAD CENTER:

LIGHTS:

EXT LIGHT:

FAN/LIGHT:

SWITCH:

RECEPTS:
RACEWAY:

PLUMBING-ADA & ANSI A117.1 1992 (RESTROOM)
SUPPLY:
WASTE:
GRAB BARS
MISC.:
BATHROOM:

HEATING/VENTILATION/AIRCONDITIONING
HEATING/AC:
THERMOSTAT:
DUCT:
SUPPLY:

3.5 Alternatives

These items are under consideration and should be itemized and priced separately:

- 3.5.1** Improved weather stripping
- 3.5.2** Insulation upgrades
- 3.5.3** Corrugated aluminum siding
- 3.5.4** Energy efficient white roofing
- 3.5.5** Light Sensors to shut off interior fixtures, when day lighting meets required needs, with manual overrides
- 3.5.6** Skylights to augment interior lighting and reduce the need for general lighting
- 3.5.7** LEED Certification – If the trailers can be LEED certified, please provide information on the level of certification

3.6 Narrative Response

Please respond to the following questions:

- 3.6.1** Describe your company's capability to provide the mobile office structure and all services described in this RFP and indicate any limitations.
- 3.6.2** Indicate if there would be plans to subcontract any portion of the services. Identify specifically what services are performed by your in-house staff and what services are actually done by subcontractors or third parties (if any). Also, specify the percentage (%) of temporary labor to be used and for what functions.
- 3.6.3** Provide a project plan/timeline from delivery through complete installation/beneficial occupancy.

3.6.4 Indicate the name and title of the person who will have the overall management responsibility for the UC Merced account.

3.6.5 Describe your customer service system, response and problem resolution procedures.

3.6.6 Provide name(s) of contact(s) for:

- a. Customer service problems
- b. Escalation procedures in the event of unresolved issues.

3.6.7 Warranty period

Please indicate the following:

- a. Length of Warranty? _____
- b. What is covered? _____
- c. What is excluded? _____
- d. What is the guaranteed response time for any repairs covered by warranty? _____
- e. If the warranty is less than the term of the Lease what are your service charges?
(Please list in detail any and all charges)

3.6.8 Environmental Sustainability

UC Merced is committed to the sustainable use of energy and other scarce resources. Sustainable practices support ecological, human, and economic health and vitality. Sustainability presumes that resources are finite and should be used conservatively and wisely with a view to long-term priorities and consequences of the ways in which resources are used.

Provide information related to your institution's efforts in environmental stewardship.

Provide any positive environmental sustainability information related to the trailer or build-out materials that you are proposing.

4 Bidder Qualification Information

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

Accordingly, prospective suppliers must conform to the following minimum qualification standards and provide the required information in order to be considered for award.

Please respond to each point below in your proposal noting the section and item number.

4.1 Minimum Qualifications

- 4.1.1 Bidders must be able to demonstrate the capability of providing the required services by possessing adequate available resources, including personnel, facilities, production, access, order processing and delivery capabilities, equipment, systems, organization structure, operation controls, quality control, and other related factors.
- 4.1.2 Bidders must have the ability to obtain the necessary insurance (ref. Article 17 of the enclosed University of California Terms and Conditions of Purchase, Appendix A)
- 4.1.3 Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- 4.1.4 Bidders must operate within the guidelines of all federal and state labor codes.

In addition to the information required above, 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.

4.2 Supplier Profile

Bidders are to provide the following information about their company.

- 4.2.1 Description, including a short history, years in business, business plan and services offered
- 4.2.2 Identify all organizational components and other companies or organizations with which your firm is affiliated. Explain any company relationships that could be construed to be a conflict of interest in doing business with the University now or in the future.
- 4.2.3 Describe your company's service standards.
- 4.2.4 Indicate any significant past or pending lawsuits or claims against your firm.

4.3 Experience and Reference Information

The successful supplier shall be an organization that has an excellent record as a provider of the specified materials and services in the type and scope detailed in this RFP. Provide three (3) references for similar installations provided during the past three years.

The references supplied should include the name and address of the organization, the name(s), titles, and the telephone numbers of the persons to be contacted and a general scope of the product or services provided including the approximate dollar volume involved.

4.4 Post-Qualification and Supplier 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 financial resources, past performance with the University of California, 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.

5 Terms and Conditions

5.1 University Terms and Conditions

The terms and conditions governing any contract resulting from this RFP shall be pursuant to those contained in this document and the following, based on the contract type as follows:

- a) Operating Lease/Rental - Attached Appendix "F" and Supplement "2"
- b) Purchase - "University of California Standard Terms and Conditions of Purchase, Appendix "A" and Supplement "2". A Payment Bond and Performance Bond (see attached) in the total amount of any subcontracted construction trade work will also be required.

5.2 Performance Bond and Payment Bond

Contractor may be required to furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in Exhibits 2 and 3.

5.2.1 The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum.

5.2.2 The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by University.

5.2.3 Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Work. Contractor shall furnish supplemental Payment and Performance Bonds each in the amount of the current Contract Sum at the request of the University.

5.2.4 Surety companies used by Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.5 The premiums for the Payment Bond and Performance Bond shall be paid by Contractor.

5.3 Prevailing Wages

The vendor understands that all workers on this project, while on University property, must be paid prevailing wages.

Note: You can find additional information at the following site; <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>

5.4 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, so state.

5.5 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.

5.6 Safety

All materials which the bidder proposed to furnish to the University of California, Merced must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not. The Supplier shall also make provisions for obtaining necessary emergency medical care for his/her employees. The University's may inspect all work areas to ensure compliance with this section.

5.7 Licenses and Parking

Supplier must have the appropriate valid licenses for the work to be performed under contract, and licenses shall be in full force for the duration of an awarded contract term.

5.8 Project Manager

The successful supplier shall provide a project manager to manage/oversee all delivery and installation activities and Supplier personnel associated with a this project. This individual will be the single point of contact for the University's project manager.

5.9 Qualifications

No bidder shall be acceptable who is not a reputable and established firm. All materials provided pursuant to this specification shall be first class, meet all accepted trade practices and meet the satisfaction of the University. No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such materials submitted on this bid. Bidders must have supplied jobs of this magnitude for the past five years.

5.10 Liquidated Damages

It is agreed by the parties to the contract, time is of the essence and delivery of the materials/services ordered not provided within the maximum lead time indicated by bidder in this specification, damage will be sustained by the University, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the University will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the University of California, Merced, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$1,000.00 per calendar day for each and every calendar day's delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the University, the University shall deduct the amount thereof from any monies due or that may become due from the vendor under the contract.

5.11 Delivery Delays

In case the delivery of the specified materials/services under this contract are delayed due to strike injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Supplier, the terms of delivery shall be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the responsible buyer for the University of California, Merced.

5.12 Specifications

Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder delivering materials pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at their own expense.

5.13 Ethics

Supplier will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University.

Throughout the term of any agreement resulting from the RFP, Supplier will not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The supplier and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The supplier will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 Performance Standard

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

5.19 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.

5.20 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.

5.21 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 Appendix A, Article 17.

5.22 OSHA Requirement

Supplier warrants and represents that any equipment shall conform to all applicable standards and requirements of the California Occupational Safety and Health Act.

5.23 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.

5.24 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.

5.25 University's Right to Negotiate

The University reserves the right to award all, part or none of the item(s) covered by this RFP and to contract as the best interests of the University may require. The University reserves the right to negotiate each and every aspect of any offer received in response to this RFP, and to reject or negotiate additional terms and conditions offered by the apparent successful Bidder prior to the execution of a contract. In addition, The University may require additional cost and pricing data or documentation prior to award of any contract in whole or in part which may result from this RFP. The University reserves the right to award a contract for all technical requirements to one Bidder, or to negotiate and award parts of the requirements to one or more Bidders, in any combination deemed to be in the best interests of the University. The University reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Bidder.

5.26 Termination of Agreement

University may terminate the subsequent Agreement for cause or convenience, in whole or in part, at any time in accordance with the terms of Art. 4 of the attached Appendix A. In the event of such termination, the University will provide a minimum of sixty (60) days prior written notice of the effective termination date and the extent thereupon.

If within ten (10) days of receipt of written notice to Supplier from the University of Supplier's breach of any term and/or condition of the Agreement, Supplier fails to remedy said breach, the University may, with prior written notice, terminate the Agreement in whole or part at any time.

6 Method of Award

6.1 Proposal Evaluation Method

Proposals will be evaluated using a two-step evaluation method. Proposals will be evaluated based on Supplier qualification information provided in response to Section 4 of this RFP. Bidders that meet the University's minimum qualification level will be further evaluated based on the criteria indicated below.

Award shall be made based on the lowest cost per quality point as determined by the University. The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the University's requirements. Proposals receiving less than 70% of the total quality points available will be considered non-responsive and eliminated from further consideration.

If there are any requirements defined in this RFP which are not included in a Bidder's bid at closing date of bid, the bid may be deemed non-responsive and be therefore rejected.

6.2 Evaluation Criteria

Quality points will be awarded to each proposal based on the following:

- Technical Response to RFP Specifications
- Aesthetics (design, color, fit with campus buildings)
- Project Plan and Timeline
- Warranty and Service Commitment
- Environmental Sustainability

6.3 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.

6.4 Contract Award in Best Interest

The 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, to split awards, 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.

7 Price Sheet

7.1 Price Quotation

The prices quoted in response to this section shall be the UC Merced net price including the various services and materials to be provided. There shall be no separate charges, fees, handling or other incidental costs that are not indicated below. See also Paragraph 7.2 to quote prices for Alternatives.

7.1.1 Please provide complete pricing information:

Purchase Price	\$ _____
5 Year Lease Option (with \$1 Buyout) Monthly Amount	\$ _____
7 Year Lease Option (with \$1 Buyout) Monthly Amount	\$ _____
10 Year Lease Option (with \$1 Buyout) Monthly Amount	\$ _____
5 Year Operating Lease (Rental) Monthly Amount	\$ _____
7 Year Operating Lease (Rental) Monthly Amount	\$ _____
10 Year Operating Lease (Rental) Monthly Amount	\$ _____

Additional Costs:

Delivery (including Labor)	\$ _____
Block and Level (Labor and Materials)	\$ _____
Knockdown (including Labor)	\$ _____
Return Freight	\$ _____
Skirting (Labor and Materials)	\$ _____
Wet Drawings	\$ _____
Ramps	\$ _____
Other Costs (Attach a sheet with itemized detail)	\$ _____

Provide breakdown/detail information to indicate how many hours and or list of materials included. Include information regarding any/all costs, cost variables, rates, etc. that are not listed in the attached pricing schedule.

7.2 Alternatives

The following items are being considered. Please provide information for these items (data sheets, cut sheets, specifications, etc.) and enter the pricing for them here:

- Improved weather stripping \$ _____
- Insulation upgrades \$ _____
- Corrugated aluminum siding \$ _____
- Energy efficient white roofing \$ _____
- Light Sensors to shut off interior fixtures \$ _____
- Skylights \$ _____

LEED Certification – If the trailers can be LEED certified, please provide information on the level of certification and any costs that would be passed on to the University as a result of the LEED certification.

\$ _____

7.3 Pricing Variances

No changes shall be made, nor invoices for extra changes, alterations, modifications, deviations, and extra orders be recognized or paid except upon a written change order from the University. The University will not authorize payment for changes, alterations, modifications, deviations, etc. that are a result of Supplier error.

8 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 of California 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 **UCM1019DG** University of California, Merced are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

Contractor License#

ADDRESS

CITY/STATE/ZIP CODE

PRINT NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO. WITH AREA CODE

9 Attachments

1. *Attachment 1 - Site Plan*
2. *Attachment 2 – Mobile Office Structure Layout*
3. *Attachment 3 – Electrical, Voice, & Data Points*
4. *Attachment 4 – Floor Box Specification*
5. *Bidder Inquiry Form*
6. *University of California Appendix “A” (Terms and Conditions for Purchase)*
7. *University of California Supplement “2” (Terms and Conditions for Maintenance)*
8. *Business Information Form*
9. *Exhibit 2 - Payment Bond*
10. *Exhibit 3 - Performance Bond*