

UNIVERSITY OF CALIFORNIA, MERCED REQUEST FOR PROPOSAL

ISSUE DATE: July 26, 2013
RFP NO: UCM1059DG

DUE DATE: August 15, 2013
TIME: 4:00pm

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

This RFP includes a MANDATORY job walk. See Section 2.1 on page 5.

All qualified, interested Contractors are invited to submit proposals for:

Bird Abatement

for

University of California, Merced



TABLE OF CONTENTS

1.1 ORGANIZATIONAL CONTEXT..... 4
 1.1.1 *University of California* 4
 1.1.2 *University of California, Merced* 4
 1.2 RFP PURPOSE..... 4
 1.3 INITIAL AGREEMENT PERIOD 4
2 INSTRUCTIONS TO BIDDERS 5
 2.1 MANDATORY JOB WALK..... 5
 2.2 ISSUING OFFICE AND UNIVERSITY CONTACT 5
 2.3 SCHEDULE OF EVENTS 5
 2.4 PROPOSAL SUBMITTAL 6
 2.5 RESTRICTION ON COMMUNICATIONS 6
 2.6 PROPOSAL FORMAT AND REQUIRED SUBMITTALS..... 6
 2.7 JOINT OR PARTNERING BIDS 7
 2.8 RFP EXCEPTIONS 7
 2.9 PROPOSAL MODIFICATIONS OR WITHDRAWAL..... 7
 2.10 BIDDER REPRESENTATION..... 8
 2.11 SIMPLICITY OF PREPARATION 8
 2.12 COMPLETE BIDS..... 8
 2.13 SPECIFICATIONS 8
 2.14 AMENDMENTS TO RFP BEFORE DUE DATE 8
 2.15 CONTRACTOR PROPOSALS..... 8
3 SPECIFICATIONS 9
 3.1 GENERAL INFORMATION 9
 3.2 SCOPE OF WORK 9
 3.2.1 *Services* 9
 3.3 SPECIAL TERMS, CONDITIONS AND SERVICE REQUIREMENTS 10
 3.3.1 *Coordination of Activities*..... 10
 3.3.2 *Reports* 10
 3.3.3 *Manner and Timing of Service* 10
 3.3.4 *Contractor Licenses / Certifications / Permits* 10
 3.3.5 *Recommendations* 10
 3.3.6 *Program Evaluation*..... 10
 3.4 PROPOSAL TECHNICAL NARRATIVE RESPONSE 11
 3.4.1 *Proposed Services*..... 11
 3.4.2 *Breadth of Service Offerings*..... 11
 3.4.3 *Project Management*..... 11
 3.4.4 *References*..... 11
 3.4.5 *Licenses / Permits*..... 11
 3.4.6 *Environmental Sustainability*..... 11
 3.4.7 *Other*..... 11
4 BIDDER QUALIFICATION 12
 4.1 MINIMUM QUALIFICATIONS OF BIDDERS..... 12
 4.2 POST-QUALIFICATION AND CONTRACTOR SITE VISIT 13
5 METHOD OF AWARD 14
 5.1 PROPOSAL EVALUATION METHOD 14
 5.2 EVALUATION CRITERIA 14
 5.3 BIDDER REFERENCE CHECKS 14

5.4 FINALIST SELECTION 14

5.5 CONTRACT AWARD IN BEST INTEREST 15

6 TERMS AND CONDITIONS 16

6.1 APPENDIX “A”..... 16

6.2 SUBCONTRACTORS 16

6.3 UNIVERSITY OF CALIFORNIA EMPLOYEES 16

6.4 CONFLICT OF INTEREST 16

6.5 ETHICS 17

6.6 UNIVERSITY’S RIGHT TO REJECT OR MODIFY..... 17

6.7 SUPPLEMENTAL TERMS AND CONDITIONS/MODIFICATIONS 17

6.8 DISCLOSURE OF RECORDS 17

6.9 FORM OF AGREEMENT..... 18

6.10 PERFORMANCE STANDARD..... 18

6.11 MARKETING REFERENCES 18

6.12 PROPRIETARY INFORMATION 18

6.13 INSURANCE REQUIREMENTS..... 18

6.14 AUDIT REQUIREMENT 18

6.15 PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS..... 19

6.16 PRICE REASONABLENESS..... 19

6.17 TERMS INCLUDED AND ORDER OF PRECEDENCE 19

6.18 UNIVERSITY’S RIGHT TO NEGOTIATE 19

6.19 WARRANTIES 19

6.20 TERMINATION OF AGREEMENT..... 20

7 COST PROPOSAL..... 21

7.1 PRICE QUOTATION FORMAT AND CONTENT 21

8 BIDDER CERTIFICATION/SIGNATURE PAGE 22

9 ATTACHMENTS..... 23

1 RFP Purpose and Background

1.1 ORGANIZATIONAL CONTEXT

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

The University of California, Merced is the tenth campus of the University of California system. The UC Merced campus plays a pivotal role in providing educational opportunities to residents of California's San Joaquin Valley and to students entering the UC system from throughout California and the country. The campus site is approximately four miles northeast of the city limits of Merced. At maturity, the University will serve more than 25,000 students, faculty, and staff.

The main Campus and neighboring planned community are being created utilizing the latest sustainable, environmentally-sensitive techniques. The new campus currently includes three academic buildings, including a classroom and office building, library, and science and engineering building. 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 RFP PURPOSE

The University of California, Merced invites proposals from qualified contractors to provide bird abatement services for the University of California, Merced. Proposals are to be based on the specifications provided in Section 3 of this RFP.

The contractor selected as a result of this RFP will provide the equipment, manpower, and materials required to complete the work in a manner that is representative of quality and pride in workmanship.

1.3 INITIAL AGREEMENT PERIOD

It is anticipated that the initial Contract term will be for a period of three (3) years. The University reserves the right and the Bidder agrees to allow the University the option to renew, at the University's sole discretion, for up to two (2) additional one-year periods. Any price increases after the first year will be limited to 3% or the annual increase in the Consumer Price Index (CPI), whichever is lower.

2 Instructions to Bidders

2.1 MANDATORY JOB WALK

A mandatory job walk will be held at **10am on August 7, 2013** at the following location:

UC Merced
Facilities Building B
5200 N. Lake Road
Merced, CA 95343

ATTENDANCE IS MANDATORY. All Bidders must be on time to attend this job walk to be qualified to bid on this requirement. Proposals received from any bidders who are late or did not attend this job walk will be considered non-responsive and rejected upon receipt of proposal.

Two (2) representatives from each firm may attend. Please notify Denise Garcia via email at dgarcia@ucmerced.edu, no later than Noon on August 2 of your plan to attend.

We will meet in the Facilities Building B Conference Room to sign in and start the walk. You can find a map of the campus attached to this RFP or at <http://www.ucmerced.edu/maps/>. Bidders will need to purchase Visitor Parking Permits (\$2.00) and park in the Lake Parking Lots. More information about parking on campus can be found at <http://taps.ucmerced.edu/parking-permits/visitors>.

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 purchase orders or contract(s) resulting from the RFP.

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

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

2.3 SCHEDULE OF EVENTS

Release of RFP.....	July 26, 2013
Mandatory Job Walk	10am, August 7, 2013
Proposal Due Date.....	4pm, August 15, 2013
Anticipated Contract Commencement.....	September 15, 2013

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

2.4 PROPOSAL SUBMITTAL

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 UCM1059DG
Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will remain unopened and will not be considered for evaluation.

2.5 RESTRICTION ON COMMUNICATIONS

Except for the designated contact(s) 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:

- The course of a Bidders' conference, if conducted;
- 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 the bid.

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, with the exception of the mandatory proposal certification, The University may at its sole option, ask the bidder to provide the missing information or evaluate the proposal without the missing information.

Proposals must 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 must 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 Management Overview - This section should present an introduction and general description of the company's background, nature of business activities, and experience in providing the required products and related services. This section should also provide a statement of the Bidder's understanding of the major objectives of the solicitation and the Bidder's approach to fulfilling the University's requirements.
4. Technical Response as required by RFP Section 3.
5. Bidder Qualification Information – RFP Section 4.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Section 6.
7. Cost Proposal – RFP Section 7.
8. Supplementary Information and Additional Comments as desired

2.7 JOINT OR PARTNERING BIDS

A joint bid submitted by two or more Bidders proposing to participate jointly in performance of proposed work may be submitted, providing that to be considered responsive, any such joint bid must respond to all the requirements of this RFP. However, the University requires that one joint bidder be identified as the "Primary Bidder" who will assume primary responsibility for performance of all other joint Bidders. The Primary Bidder 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, the Primary Bidder must execute the contract and the other Bidder(s) must verify in writing that the Primary Bidder is authorized to represent them in all matters relating to the contract. The University assumes no responsibility obligation for the division of orders or purchases among joint contractors.

2.8 RFP EXCEPTIONS

- **Technical Exceptions:** The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any enhancements that could be made by the Bidder to satisfy those requirements.
- **General Exceptions:** The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
- Bidders are cautioned that if the University is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

2.9 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.

2.10 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.

2.11 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.

2.12 COMPLETE BIDS

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

2.13 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 (contractor) 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.

2.14 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.

2.15 CONTRACTOR PROPOSALS

All Proposals shall be fixed for 90 days following the deadline for RFP submissions, or until a contract is signed which establishes future pricing/discounts, whichever comes first. The Bidder warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar institutional accounts. If Bidder offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Bidder shall offer the appropriate cost reductions to the University.

3 Specifications

3.1 GENERAL INFORMATION

The contractor who is awarded the contract for bird abatement services at UC Merced will perform the services at the main campus and offsite locations which include the following:

1. UC Merced Campus at 5200 N. Lake Road, Merced, CA 95343.

Specific sites on campus are:

- Kolligian Library
- Classroom and Office Building
- Academic Office Complex
- Science & Engineering Building
- Central Utilities Plant
- Facilities Management Buildings A & B
- Pump House
- Telecom Building
- Campus Police Department
- Physical Planning Design and Construction Trailers

2. Off-site locations are:

- Mondo Building (1715 Canal St., Merced),
- Olive Warehouse (1985 Olive Ave., South Building, Merced, CA 95340)
- Castle Buildings (4225 N. Hospital Road, Atwater, CA 95301).

Access to buildings shall be coordinated with the UC Merced Facilities Management Department.

The UC Merced Facilities Management Department will advise Contractor of specific service limitations, e.g., sensitive equipment, research labs, process equipment, etc., that have special requirements. These advisements can take place at any time throughout the period of the contract.

3.2 SCOPE OF WORK

3.2.1 Services

Contractor shall:

- have at least five (5) years of bird abatement experience.
- complete an initial inspection of each building at least 15 working days prior to the starting date of the contract.
- evaluate the bird abatement needs and identify problem areas and any equipment or practices that are contributing to infestations.
- determine the habits of the existing pest bird populations, i.e. loafing, roosting, and nesting, in order to establish service routine and schedule.
- furnish all supervision, labor, material, and equipment necessary to reduce or eliminate pigeon, starling, and sparrow flocks through the use of the most harmless and humane methods.
- prevent swallows from constructing cup nests on the exterior of buildings.

- perform live trapping of pigeons, starlings, and sparrows as the preferred control method.
 - Live traps will be checked at least three (3) times per week.
 - Birds will not be harmed in any way by the trapping process.
 - Trapped birds shall be relocated off University property.
- provide and repair bird netting when requested and approved.

The use of falconry may be used, and is encouraged, as a means of bird abatement on the UC Merced Campus. **Falconry services must be provided by a Master Falconer.**

3.3 SPECIAL TERMS, CONDITIONS AND SERVICE REQUIREMENTS

3.3.1 Coordination of Activities

Contractor must coordinate all activities with the UC Merced Facilities Management Department. Work schedules will be determined by the UC Merced Facilities Management Department. Contractor must “check in” and “check out” with the UC Merced designated representative prior to and immediately after services have been provided. The method of checking in and out will be determined by the UC Merced Facilities Management Department.

3.3.2 Reports

Contractor shall submit a monthly report to the UC Merced Facilities Management Department representative. The report shall indicate all activities performed during the month and the results of those activities.

3.3.3 Manner and Timing of Service

- Contractor shall perform services that do not adversely affect tenant well-being or productivity during regular hours of operation of the buildings. Should it be necessary to perform work outside regularly scheduled service times, the Contractor will notify the UC Merced Facilities Management Department to receive approval at least five working days in advance.
- Contractor shall observe all safety precautions throughout the performance of the contract. All work shall be in accordance with applicable Federal, State, and Local safety and health requirements; the most stringent requirements will apply if there is any conflict between regulations.
- All Contractor personnel working in or around buildings shall wear distinctive uniform clothing. Contractor shall determine need for and provide any personal protective equipment required for safe performance of work.

3.3.4 Contractor Licenses / Certifications / Permits

All Contractor personnel and raptors providing on-site services must be properly licensed, certified, or permitted by the US Fish and Wildlife Service as well as the California Department of Fish and Wildlife.

3.3.5 Recommendations

Contractor may advise the UC Merced Facilities Management Department about any structural, sanitary, or procedural modification that would reduce bird access.

3.3.6 Program Evaluation

The UC Merced Facilities Management Department will evaluate the progress of work in terms of effectiveness and safety on an “as needed” basis. As a result of the evaluation, changes may be found to be necessary. Contractor shall take prompt action to make the required changes.

3.4 PROPOSAL TECHNICAL NARRATIVE RESPONSE

3.4.1 Proposed Services

Describe the services that are being proposed to meet the specifications of this request for proposal. Share the processes that will be implemented in the establishment of a bird abatement program for UC Merced.

3.4.2 Breadth of Service Offerings

Provide an overview of your service offerings and capabilities. Include information about how services are performed, hours of coverage and response time for unscheduled service calls.

3.4.3 Project Management

List the person(s) who will be responsible for managing the services to be provided. Provide information on what each person will be responsible for and include title(s) and contact information for each.

3.4.4 References

Contractor must provide a list of at least three (3) customers for which services similar to those specified in this RFP are performed. Include contact names, phone numbers, and email addresses.

3.4.5 Licenses / Permits

Provide copies of all current licenses and permits that are required to perform the work you do.

3.4.6 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.

The Contractor should make every reasonable effort to use environmentally preferable products, methods, and equipment and is responsible for proper disposal of materials in an environmentally friendly manner.

Provide specifics for how your company responds to environmental sustainability criteria, e.g., via daily operations, low energy consumption, recycling programs, etc. Also list any information regarding any sustainable products you will be using in servicing our account.

3.4.7 Other

- List the services your Company will out-source and who they will be out-sourced to.
- Describe your company's policies for cancellations and changes and reimbursement/credits.
- Describe any standard value-added services you provide.
- What characteristics set your company apart? Describe unique examples of product, service or added value.
- What new technology and development does your company plan to utilize in the near future that would be advantageous to the University?

4 Bidder Qualification

The University believes that the Bidder's 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.

Prospective bidders are to provide the following information and meet the University's minimum qualification standards 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 OF BIDDERS

4.1.1 Bidders are to provide the following information about their company.

- Description, including a short history, business plan and services offered
- Years In Business
- Number of Employees
- Copies of all current licenses and permits

4.1.2 Bidders must have the ability to obtain the necessary insurance required by the University's Terms and Conditions of Purchase, Appendix A, Article 17.

4.1.3 Capability

All Bidders must be able to demonstrate the capability to provide the required services by possessing all necessary business and technological resources, including personnel, facilities, production, access, equipment, organization structure, operation controls, and quality control. Bidder should:

- Ensure that UC Merced is classified as a highest priority account.
- Licenses and Certifications: Please provide copies of licenses and certifications. Also provide any information on state contractor's licenses that may apply.
- Bidders must operate within the guidelines of all federal and state labor codes.

4.1.4 Demonstration of Experience and Expertise

- Using a minimum of two projects, all Responders must describe in detail their experience during the last five years in providing services similar in size and complexity to that required by UC Merced as stated in this RFP. In order to satisfy this requirement, the project descriptions must include the date, location, and customer name. These citations must demonstrate that the Responder has successfully provided substantially similar products and services to those anticipated by this RFP. Responder may suggest contacting some of their other customers or other means to further characterize their applicable experience and expertise
- Provide a list of references of companies or organizations that you have provided similar services for

In addition to the foregoing information submitted by bidders, the University shall have the right to consider other verifiable 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 POST-QUALIFICATION AND CONTRACTOR SITE VISIT

All Proposals submitted from Contractors, who have not been pre-qualified, as a Contractor 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, warehouse, facilities, quality control and other related factors which may be an indicator of a Contractor's ability to perform.

5 Method of Award

5.1 PROPOSAL EVALUATION METHOD

Proposals will be evaluated using a two-step evaluation method. Proposals will be evaluated based on Contractor 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 listed below.

Award shall be made to the responsive, responsible Contractor whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the solicitation. The University will evaluate proposals based on the criteria set forth below and intends to award a contract based on the lowest cost-per-quality point as determined by the University. Proposals receiving less than 70% of the total quality points available will be considered non-responsive and eliminated from further consideration.

5.2 EVALUATION CRITERIA

- Technical response, including products, services, capabilities, and features that best meet the functional requirements of the University as described herein.
- Contract management plan
- Bidder presentation of resources
- Service capability and commitment
- Environmental sustainability

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.

5.4 FINALIST SELECTION

Further discussions may, at the University's sole option, be conducted with responsible Bidders who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the University shall not disclose information derived from proposals submitted by competing Bidders.

The University **may** elect to conduct the Contractor selection process using a quality points system in two phases:

Phase I: - Selection of finalists

Phase II: - Selection of winning Contractor (s) for the contract award

Finalists shall be awarded additional points based on the quality of their presentations and how well their plan, as presented, will meet the University's needs. These points will be factored into the existing cost-per-quality point score to produce the new lowest cost-per-quality point score.

Finalists may also be requested to submit a best and final cost proposal offer.

5.5 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 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.

6 Terms and Conditions

6.1 APPENDIX "A"

The terms and conditions governing any contract resulting from this RFP shall be pursuant to those contained in this document as well as those contained in the "University of California Standard Terms and Conditions of Purchase Appendix "A".

Contractor is to either accept University's standard terms and conditions Appendix "A", attached, or use existing terms approved by the University. If Contractor desires the latter, the bid document should so indicate.

6.2 SUBCONTRACTORS

Contractor shall not be authorized to enter into sub-contracts without the expressed written approval of the UC Merced contract manager.

A. All service subcontractors shall:

- Be in the name of the Contractor
- Be assignable at University's option, to the University or the University's nominee
- Include a provision for cancellation thereof by University or Contractor upon not more than 30 days written notice and
- Require that all subcontractors provide proof of insurance and that said insurance shall include the same minimum types and amounts required herein from the Contractor except that subcontractor's insurance shall name both the Contractor and the Regents of the University of California as additional insured.

B. Contractor shall not enter into any contracts on behalf of the University which relate to or involve any of the following types of service:

- Any environmental consulting, abatement, testing or evaluation work
- Any removal, treatment or disposal of environmentally hazardous materials
- Any engineering services

6.3 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.

6.4 CONFLICT OF INTEREST

- Contractor shall not hire any officer or employee of the University to perform any service covered by this agreement.

- Contractor affirms that to the best of his or her knowledge there exists no actual or potential conflict between Contractor'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.
- Contractor 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 Contractor.

6.5 ETHICS

Contractor 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, Contractor 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 Contractor and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Contractors, 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 Contractor will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

6.6 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.

6.7 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 Contractor and University.

6.8 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.

6.9 FORM OF AGREEMENT

The contents of this RFP (including the attached appendices as appropriate), RFP Addenda, and the proposal document of the successful Contractor shall become contractual obligations as part of the Contract if acquisition action ensues. Failure of successful Contractor 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 Contractor for the purpose of obtaining the best possible offer.

6.10 PERFORMANCE STANDARD

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

6.11 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.

6.12 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 Contractors. All data, documentation, and innovations become the property of the University.

6.13 INSURANCE REQUIREMENTS

Prior to the commencement of any work under this contract, the Contractor shall provide evidence of current insurance pursuant to attached University of California Appendix A, Article 17.

6.14 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.

6.15 PROMPT PAYMENT DISCOUNTS AND INTEREST CHARGES FOR LATE PAYMENTS

Prompt payments discounts will also be considered part of the award evaluation and Contractor selection criteria. The University will take all reasonable action to ensure that all invoices, discounted or not, are paid promptly to Contractor without delay. However, in the event payment is delayed beyond the thirty (30) day period, the University will not authorize and will not accept late charges that are added to University accounts.

6.16 PRICE REASONABLENESS

Bidder certifies that prices quoted in proposals submitted in response to this RFP are the lowest prices quoted to any other University, governmental agency, other educational customer or similar customer.

6.17 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.

6.18 UNIVERSITY'S RIGHT TO NEGOTIATE

UC 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. UC 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, UC 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. UC 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. UC reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected Bidder.

6.19 WARRANTIES

The Bidder agrees that the any products/services furnished as a result of this RFP shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar services, and that the rights and remedies so provided are in addition to and do not limit any rights afforded to UC Merced by any other article in this agreement and any subsequent agreement. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the products by UC Merced and in all cases commence upon acceptance of the services by UC Merced.

6.20 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 Article 4 of the attached Appendix A. In the event of such termination, the University will provide a minimum of ninety (90) days prior written notice of the effective termination date and the extent thereupon.

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

7 Cost Proposal

7.1 PRICE QUOTATION FORMAT AND CONTENT

Provide the following pricing information:

- An itemized price proposal. Please use the attached Bid Sheet.
- The basis on which the prices were calculated for all services proposed.
- Show any early/prompt payment discounts offered.

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 contractor with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

Certificate of Current Cost or Pricing Data

This is to certify that to the best of my knowledge and belief the cost or pricing data submitted to the University of California in response to this Request for Proposal is accurate, complete and current as of the date of execution of this certificate. If any cost or price furnished is incomplete, inaccurate or not current as certified, resulting in an increase of any price, including profit or fee, then such price or cost shall be reduced accordingly and the University made whole retroactive to the commencement date of the contract that may result from this solicitation.

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 **UCM1059DG** University of California, Merced are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINT NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO. WITH AREA CODE

As a Contractor 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.

9 Attachments

- University of California Appendix "A" (Terms and Conditions for Purchase)
- Bid Sheet (Attachment A)
- Campus Map