

REQUEST FOR QUOTATION

DATE: 9/21/12

TO BE CONSIDERED, YOUR QUOTATION MUST BE RECEIVED BY: 3:00 p.m., Thursday, Sept. 27, 2012

IF FURTHER INFORMATION IS REQUIRED
PLEASE CONTACT: CONNIE STEWART
(916) 734-7034, fax (916) 734-7791

RETURN ONE (1) COPY TO:
University of California, Davis, Medical Center
Purchasing Department
Attention: CONNIE STEWART
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

OR

via e-mail to connie.stewart@ucdmc.ucdavis.edu

NOTE: IF QUOTE IS SENT VIA E-MAIL, IT MUST BE RECEIVED AT THE ABOVE E-MAIL BY THE 3:00 P.M. DEADLINE. IF SUBMITTING YOUR PROPOSAL IN HARD COPY FORMAT, PROVIDE TWO-SIDED PRINT ON RECYCLED PAPER.

Please quote your lowest price for the material, and/or services, to be delivered, as specified below. Any deviation from the specifications must be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation. If unable to quote, please return this form so marked.

REQUEST FOR QUOTATION TO PROVIDE Enterprise Storage for NetApp NAS Storage TO UNIVERSITY OF CALIFORNIA, DAVIS HEALTH SYSTEM

RFQ # 12-433613-cs

DUE DATE: SEPTEMBER 27, 2012 BY 3:00 P.M. PT

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

DATE

TELEPHONE NO. (including area code)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

RFQ #12-433613-CS

	Qty	Description	Manufacturer Part #	Unit Price	Total	Taxable?
1	2	Documents,32XX,-C	DOC-32XX-C			
2	4	FAS3270 HA System with Controller & IOXM	FAS3270AE-BASE-R6			
3	4	FAS/V32XX,Chassis,AC PS,-C,R6	FAS-V32XX-CHASSIS-R6-C			
4	4	DSK SHLF,24x3TB,7.2k,NSE,-C	DS4246-0772-24N-R6-C			
5	8	PDU,1-Phase,12 Outlet,30A,NEMA,-C,R6	X8712C-R6-C			
6	4	Mounting Bracket,Tie-Down,32X0,-C,R6	X8778-R6-C			
7	16	Cabinet Component Power Cable,-C,R6	X800-42U-R6-C			
8	4	HBA 4-Port Optical 4Gb Disk PCIe,-C	X2054A-R6-C			
9	4	Cable,Ethernet,0.5m RJ45 CAT6,-C	X6560-R6-C			
10	8	Cable,Cntlr-Shelf/Switch,2m,LC/LC,Op,-C	X6553-R6-C			
11	4	Cable,Cntlr-Shelf/Switch,5m,LC/LC,Op,-C	X6536-R6-C			
12	8	Cable,Ethernet,2m RJ45 CAT6,-C	X6561-R6-C			
13	16	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C	X6558-R6-C			
14	4	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,-C	X2065A-R6-C			
15	2	Cab,DS448x,Empty,No PDU,No Rails,-C	X870D-R6-C			
16	4	SW,Data ONTAP Essentials,3270A,-C Message:Includes Http, One Protocol Of Choice, Dedup (Asis), Nearstore, Syncmirror, Dsm/Mpio, Multistore, And Flexcache - System Mgr	SW-3270A-ONTAP8-C			
17	4	SW,CIFS,-C	SW-CIFS-C			
18	4	SW,SnapMirror,3270A,-C	SW-3270A-SMIRROR-C			
19	4	SW,NFS,3270A,-C	SW-3270A-NFS-C			

20	1	SW,NetApp OnCommand core	SW-NOC-CORE			
21	2	Non Returnable Disk Fee	CS-NRD-FEE			
22	2	SupportEdge Premium 4hr Onsite 12 Months	CS-O2-4HR			
23	2	Documents,32XX,-C	DOC-32XX-C			
24	4	FAS3270 HA System with Controller & IOXM	FAS3270AE-BASE- R6			
25	4	FAS/V32XX,Chassis,AC PS,-C,R6	FAS-V32XX- CHASSIS-R6-C			
26	4	DSK SHLF,24x3TB,7.2k,NSE,-C	DS4246-0772-24N- R6-C			
27	16	Power Cable North America,-C,R6	X800E-R6-C			
28	4	HBA 4-Port Optical 4Gb Disk PCIe,- C	X2054A-R6-C			
29	4	Cable,Ethernet,5m RJ45 CAT6,-C	X6562-R6-C			
30	6	Cable,Ethernet,0.5m RJ45 CAT6,-C	X6560-R6-C			
31	8	Cable,SAS Cntrlr-Shelf/Shelf- Shelf/HA,5m,-C	X6559-R6-C			
32	4	Cable,SAS Cntrlr-Shelf/Shelf- Shelf/HA,0.5m,-C	X6557-R6-C			
33	8	Cable,Cntrlr- Shelf/Switch,2m,LC/LC,Op,-C	X6553-R6-C			
34	4	Cable,Cntrlr- Shelf/Switch,5m,LC/LC,Op,-C	X6536-R6-C			
35	4	Rackmount Kit,4-Post,Universal,- C,R6	X5526A-R6-C			
36	4	Rackmount Kit,4N2,DS14-Middle,- C,R6	X5515A-R6-C			
37	4	SW,Data ONTAP Essentials,3270A,- C Message:Includes Http, One Protocol Of Choice, Dedup (Asis), Nearstore, Syncmirror, Dsm/Mpio, Multistore, And Flexcache - System Mgr	SW-3270A- ONTAP8-C			
38	4	SW,CIFS,-C	SW-CIFS-C			
39	4	SW,SnapMirror,3270A,-C	SW-3270A- SMIRROR-C			
40	4	SW,NFS,3270A,-C	SW-3270A-NFS-C			
41	4	SW,Flexclone,3270A,-C	SW-3270A- FLEXCLN-C			
42	1	SW,NetApp OnCommand core	SW-NOC-CORE			

43	2	SupportEdge Premium 4hr Onsite 12 Months	CS-O2-4HR			
44	2	Non Returnable Disk Fee	CS-NRD-FEE			
45	180	Training Units,1,ZA,Exp.1yr from invoice date	ED-TU-1-ZA			
46	2	PAM II SW,T7C	SW-T7C-PAMII			
47	2	FLASHCACHE 512GB PCIe Module	X1971A-R5			
48	2	SupportEdge Premium 4hr Onsite 10 Months	CS-O2-4HR			
49	2	NetApp NBD Parts Delivery and SW Subscription 12 Months	CS-N-SSP-NBD			
50	1	Bear Data Professional Services- After hours installation of PAM II / FlashCache cards into V6080. flat rate 1 day.	BDS-PS			
51	56	Disk Drive,2.0TB 7.2k SATA,DS14	X294A-R5			
52	16	Cable,Shelf to Shelf,0.5m,FC	X6530-R6			
53	8	DS14MK2AT,AT-FCx Controller	X5612A-R5			
54	4	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,-C	X2065A-R6-C			

DELIVERY CHARGE (IF ANY) : _____

INSTALLATION CHARGE (IF ANY) : _____

If software is included separately from hardware, this to be downloaded and is sales tax exempt as follows:

In support of the California Sales and Use tax exempt status of

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

A. BID REQUIREMENTS

1. University of California "Terms and Conditions of Purchase," Appendix "A", as attached, apply.
2. Bidders are advised that exceptions to University specified contract conditions and/or University standard terms and conditions for purchase/services as referenced herein and attached, are not invited and may result in disqualification of the bidder.
3. Please respond to this request even if a "no bid" is submitted.
4. Responding bidders are required to submit one (1) copy of their quotation response on hard copy or via e-mail to: connie.stewart@ucdmc.ucdavis.edu.
5. In order for your quotation to be considered, your response to this request must be on this form with supporting information as indicated.
6. Unless otherwise stated, your bid quotation will be firm for 30 days from the date of bid closing.
7. Any deviation from the specifications must be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation.
8. The University reserves the right to split award or award "all or none."
9. Piggyback: The University of California Davis Health System (UCDHS) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDHS will not be responsible for any problems, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

B. WARRANTY AND OTHER REQUIRED INFORMATION

1. Please indicate the nature and length of your equipment warranty; specify for:
 - a. Parts:
 - b. Labor:
 - c. Shipping charge responsibility for warranty returns:
2. Product Liability: Vendor shall fully indemnify, defend, and hold harmless the University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Vendor's product provided under authorized Medical Center orders. In addition to the liability imposed by law on the Vendor for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Vendor or his agents, which liability is not impaired or otherwise affected hereby, the Vendor hereby assumes liability

for and agrees to hold the University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Vendor.

The Medical Center agrees to provide Vendor with prompt notice of any such claims and to permit Vendor to defend any claim or suit, and that it will cooperate fully in such defense.

3. The Vendor warrants and represents that the equipment, when delivered, shall conform to all applicable standards and requirements of the California Occupational Safety and Health Act.
4. Bidder certifies that service is presently located at the address shown below and certifies that response to a service request will be within _____ hours after initial contact by UCDMC personnel for the duration of the warranty period.
 - a. Name of service company:
 - b. Address:
 - c. Telephone: _____
5. Please complete the information requested below:
 - a. Contact Person:
 - b. Company Name:
 - c. Address:
 - d. Telephone Number:
 - e. Telefacsimile Number:

C. DELIVERY

1. Delivery will be made in _____ days after receipt of order.
2. Please specify shipper:

APPENDIX 1

CONTRACTED SERVICES

The University of California standard purchase order terms and conditions of Appendix A apply to this order. If seller requires a copy of Appendix A, please contact the UCDHS Purchasing Department at 916-734-2475.

Invoice according to Purchase Order, as itemized. If multiple invoices are generated, please consolidate and send one invoice. Changes and modifications to the order may only be performed by the UCDHS Purchasing Department. Verbal changes are not authorized. Failure to invoice according the purchase order may delay payment.

Final Acceptance: UCDHS will agree to final acceptance and payment only after all product or equipment is received, and/or required work is completed by vendor, and found in compliance withal expressed and implied performance specifications per inspection by an authorized representative of UCDHS.

The seller certifies the furnished products under this order are/is covered by the most favorable commercial manufacturer warranties that are given to any customer for the same of substantially similar products.

UCDHS reserves the right to cancel this order at any time, for cause, without penalty to UCDHS.

Prices are firm for the contract period indicated. UCDHS will receive the benefit of a price decline.

A Certificate of Insurance is required to be on file in the UCDHS Purchasing office prior to any performance of services for this purchase order.

All employees of companies providing any type of contracted service to UCDMC shall be required to wear a temporary badge provided by the UCDMC department with which they are associated or appropriate identification as outlined in the company's service contract with UCDMC.

Responsibility for supervision of contracted employees shall be outlined in the contract with the contractor providing the services. However, employees shall adhere to the requirements of UCDMC at all times. Significant or repeat violations should be reported to the sponsoring department. The sponsoring department should report the violations to the UCDMC Purchasing Manager if Purchasing processed the service contract for the sponsoring department. The Vendor (Contractor) has prime contract responsibility: subcontractors may be used, but the prime contractor must accept full responsibility for subcontractors' performance.

All employees of a vendor who performs services on University property, shall, for all purposes under this agreement, be considered employees of the vendor only. Vendor shall assume sole and exclusive responsibility for the payment of wages to these employees. Vendor shall, with respect to vendor employees, be responsible for withholding federal and state income taxes, paying federal social security taxes and unemployment insurance, and maintaining worker's compensation coverage in an amount and under such terms as required by the California Labor Code. Failure to comply with these requirements will result in disqualification of your firm as an approved vendor for the services requested, and termination of the contract. The vendor shall pay to each employee on this work not less than the general prevailing wage in the effect the locality in which the work is done.

All workers must be U.S. citizens or legal aliens in accordance with the "Immigration Reform and Control Act of 1986." All laws of the State of California consistent with the contractor's license must be followed.

In accordance with UC Davis health System (UCDHS) policy, background checks may be conducted on all personnel involved in this service. The vendor shall conduct all such checks via reputable organizations and provide results to the UCDHS assigned department.

Pursuant to California Public contract Code, Section 10518, each vendor who enters into a contract with the University of

California for \$10,000 or more shall list their supplier identification number on the contract document. For the purpose of this requirement, vendors are advised that their supplier number is their Federal Identification Number (FEIN) or Social Security Account Number (SSAN), as appropriate. This order shall be subject to the examination and audit by the California State Auditor for a period of three years after the final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

Appendix A: University of California, Terms and Conditions of Purchase

ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, or services ordered, the price therefore, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Seller of notification of such change must make any claim of Seller for an adjustment under this Article in writing within thirty (30) days from the date of receipt unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE 4 - TERMINATION

A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:

(1) The unit or pro rata order price for the performed and accepted portion; and

(2) A reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder should in no event exceed the total order price.

B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to meet the required performance schedule.

C. If University determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; any extension granted shall be effective only if given in writing. If such delay is due to failure of University, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the word "Seller" includes Seller and its sub suppliers at any tier.

ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored.

Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR

A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:

(1.) The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.

(2.) Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

ARTICLE 10 - INDEMNITY.

A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Seller's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Seller under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Seller as soon as practicable of the suit or action alleging such infringement. Seller shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller.

The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925f)), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:

- FAR 52.222-04 Contract Work Hours and Safety Standards Act
- FAR 52.222-26 Equal Opportunity
- FAR 52.223-02 Clean Air and Water (If order exceeds \$100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and material men, and the amount due and to become due to each, and that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.

Seller shall:

- (1) Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services, labor and materials furnished by Seller or its subcontractors under this order, and from all laborers', material men's and mechanics' liens upon the real property upon which the work is located or any other property of University;
- (2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to

its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action or suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, or in case the same be not promptly removed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons.

To the extent compliance is required; Seller shall comply with all University safety rules and regulations when on University premises.

ARTICLE 17 - INSURANCE

Seller shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$ <u>1,000,000</u>
Products/Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
General Aggregate (Not applicable To the Comprehensive Form)	\$ <u>2,000,000</u>

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than 1,000,000 dollars (\$ 1,000,000) per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of ___ dollars

(\$ Per occurrence with an aggregate of not less than

_____ Dollars (\$). If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Workers' Compensation as required by California State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

(1) Provide for thirty (30)-days advance written notice to the University of any Modification, change, or cancellation of any of the above insurance coverage.

(2) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.

(3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 18 - PERMITS. Seller agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS. Any provision required being included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California shall control this Appendix and any document to which it is appended.

UCDMC ARTICLE 1 - Medicare Books, Documents and Records. To the extent required by applicable law, Seller shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Seller's books, documents and records. Seller shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of the Agreement. If Seller is requested to disclose books, documents or records pursuant to the Section for any purpose, Seller shall notify University of the nature and scope of such request, and Seller shall make available, upon written request of University, all such books, documents or records. If Seller carries out any of the duties of this Agreement through a subcontract with a related organization ("Subcontractor"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period. Such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the University, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor's books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

