



**University of California, Davis
Business Contracts, Services**

Request for Proposal

**NETWORK TELECOMMUNICATIONS SUPPORT
RFP#013750763MF**

RELEASE DATE:	August 4, 2009
QUESTION AND ANSWER DEADLINE:	August 19, 2009 5 PM (PST)
BID CLOSES:	September 9, 2009 5 PM (PST)
RETURN BID RESPONSE TO:	University of California, Davis Contracting Services Business Contracts, Services 202 Cousteau Place Suite 205 Davis, Ca. 95618-7761 ATTN. RFP # 013750763MF
FAXED RESPONSES WILL NOT BE ACCEPTED	

This Request for Quote and any addenda are available for downloading at web
address: <http://ucdmm.ucdavis.edu/ucdbids>

BUYER CONTACT
Mary Fields, Buyer III
Tel # 530-747-3868
Fax # 530-757-8720
E-mail: mnfields@ucdavis.edu

**VENDOR SIGNATURE, CERTIFICATIONS, AND CONTACTS FORM
NETWORK TELECOMMUNICATIONS SUPPORT
RFP # 013750763MF**

Bidder instructions: This completed form must accompany your bid to avoid bid disqualification.

General Conditions of a University Proposal

1. **Deviations from specifications:** Any deviation from the specifications shall 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; irregularities may, however, render the quotation non-responsive.
2. **Disclosure of Records/Confidentiality of Information:** All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record. The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor's eligibility, each sheet of such information must be marked with the designation "Confidential." The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.
3. **The Regents Not Liable for Required Disclosure:** The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked "TRADE SECRET", "CONFIDENTIAL," or "PROPRIETARY" or if disclosure is required by law or by an order of the court.
4. **Signature Certification and Vendor Information:** The undersigned, as an authorized official of Contractor, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request, has examined instructions, specifications, and terms and conditions of the solicitation. Bidder proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

REQUIRED CONTRACTOR INFORMATION

COMPANY NAME -	CONTACT PERSON/TITLE	FED TAX ID #
BUSINESS ADDRESS	STREET	CITY/STATE/ZIP
TELEPHONE	FAX	E-MAIL

SIGNATURE CERTIFICATION

I CERTIFY THAT I AM AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION I REPRESENT FOR THIS OFFER, AND AGREE TO ALL TERMS AND CONDITIONS DESCRIBED HEREIN.

AUTHORIZED SIGNATURE / TITLE	PRINT NAME	DATE
TELEPHONE No./	FAX No./	E-MAIL

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I. INTRODUCTION

The University of California, Davis (University) is soliciting quotations from qualified telecommunications contractors for providing professional network and/ or telecommunications installation, integration and repair support, as needed, to the University of California, Davis, per the specifications, description and terms and conditions listed below, on behalf of the Information Technology, Communications Resources Department, Davis, California 95616.

1.1. Service requirements: This is a service blanket contract and volume is not guaranteed by the University. Services may be required for various day and swing shifts for periods of time lasting from one week through the term of this contract and any extensions thereof.

1.2. Period of Contract: November 1, 2009 through October 31, 2010. The University reserves the sole right to renew an awarded Agreement for up to four (4) additional one-year periods based upon the same terms and conditions, depending on market conditions, University needs, satisfactory performance, and funding availability.

1.3. Primary and Secondary Contract awards: The University reserves the right to establish a contract with one or more independent contractors to fulfill requirements for University projects. University may elect to award a primary and a secondary contract.

1.4. Rates: All rates shall be firm for the initial contract period through October 31, 2010. Rate increases shall be negotiated each year thereafter, and shall not exceed the Consumer Price Index (CPI) based on the previous 12 month period.

1.5. Contractor shall provide exclusive supervision of its workers and be solely responsible for the conduct and control of the work to be performed by its workers under any resulting contract, except that Contractor shall be accountable to a designated University representative for the results of work. Contractor's services for University shall be performed in accordance with currently approved methods and ethical standards applicable to Contractor's professional capacity.

1.6. Subcontracting: Contractor shall not subcontract services under any resulting contract.

2. REQUEST FOR QUOTATION PROCESS:

2.1 Prequalification Requirements: Eligibility to respond to this RFP is based on Bidder's ability to meet the qualification requirements listed below. The University, in its sole discretion, reserves the right to determine whether any bidder meets the minimum eligibility standards, to determine whether a proposal is responsive, and to select a proposal which best serves its financial and programmatic objectives. The University reserves the right to reject all proposals.

If Bidder cannot meet all qualification requirements as stated herein, Bidder's proposal shall be rejected immediately without further consideration.

Mandatory Pre-Qualification Requirements	Required Documentation
Demonstrated and Satisfactory Record of Performance and Experience - Bidder shall have a demonstrated and satisfactory record of performance and experience in furnishing independent contractor skilled workers to perform the key task descriptions below - Bidder shall have positive references from past clients for like services. Negative references shall result in immediate disqualification from the bidding process. - Bidder shall have a minimum of two (2) years of operational experience in furnishing network/telecommunication independent contractor services and two (2) years previous experience in settings comparable in size and/or complexity to the scope of this contract.	Comply _____ Do Not Comply _____ Provide a complete list of all clients for the past two (2) years that Bidder has furnished similar independent contractor services for telecommunications and network related services.
Certified and Trained Technicians - Bidder shall have a minimum of two (2) Environmental Protection Agency Certified Competent Asbestos Worker technicians. Workers shall have proof of current certification. - Bidder shall have a minimum of one fully trained and experienced technician in cable locating by the Underground Service Alert Program available when needed. - All Senior Technicians shall be certified in one of the following programs: SYSTIMAX, Krone, BICSI, Ortronics or comparable equivalent.	Comply _____ Do Not Comply _____ Include copies of all required certifications with your bid.
Worker Availability Bidder is required to have a minimum worker pool available to service any resulting contract. Workers from this pool shall be furnished to the University within 48 hours of University request. The minimum number of available workers shall include: Position A: 10 Position B: 10 Position C: 1 Position D: 2	Comply _____ Do Not Comply _____ Include documentation of available pool with the RFP
Financial stability Bidder shall have the financial stability to provide the resources required to start up and follow through on services for the period of any resulting contract.	Comply _____ Do Not Comply _____ _____ Publicly owned _____ Privately owned

Insurance Requirement Bidder shall provide proof of insurance coverage as required in Section 4.24 below. Upon award of any contract resulting from this request for quotation, contractor shall furnish, at no additional expense to the University, a certificate of insurance as required in Appendix A, attached.	Comply _____ Do Not Comply _____
Licenses and Permits Bidder shall have all the necessary and required licenses and/or permits to perform all work associated with this RFP and any resulting contract legally in the State of California. This shall include the requirement for an active and valid classification C-7 or C-10 State of California Contractors License.	Comply _____ Do Not Comply _____ Include copies of any current contractor's licenses with your bid.
Training Bidder shall have an active safety training program in full compliance with OSHA standards and the State of California.	Comply _____ Do Not Comply _____ Include documentation of training with your bid.

2.2. Question and Answer Period and Addendums to the RFP

- 2.2.1. Interested parties may make written inquiries concerning this RFP by mail, fax or e-mail to the person below. All inquiries must be received by the Question and Answer Deadline annotated on the cover of this RFP. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an addendum to the RFP. The addendum will be e-mailed to each potential responder of record and posted on the UC Davis Business Contracts website at <http://ucdmm.ucdavis.edu/ucdbids/UCDQuote.cfm>. The identity of the submitter of any particular question will not be disclosed.
- 2.2.2. Submit questions or requests for clarification on the RFP by August 19, 2009, 5:00 PM PST by email to:

Mary Fields
UC Davis Business Contracts, Services
202 Cousteau Place, Suite 205
Davis, CA 95618-7761
(530) 747-3868
Fax: 530-757-8720
E-mail: mnfields@ucdavis.edu

2.3. The University may modify the RFP prior to the date set for its receipt of information, by issuance of amendments, sent by e-mail and web posting. Amendments will be clearly marked as such and only issued by the UC Davis Business Contracts Office. Each amendment will be numbered consecutively and will become part of this RFP.

2.4. **Information Preparation Costs:** All labor, materials, and miscellaneous costs incurred and expended by a participating bidder in order to respond and produce and perform the submittal requirements of this RFP shall be borne entirely by the individual bidder. In responding to the RFP, the participating bidder agrees that it will indemnify and hold harmless University against any charges, costs, or claims that may arise as a result of their participation in this RFP.

2.5. Selection Process/Basis for Award: The University shall entertain proposals only from qualified Independent Contractors that can provide all of the professional services listed within this request. University shall make a single award to the lowest responsible bidder that meets all requirements of this RFP, if in the University's best interest. However, the University reserves the right to make multiple awards if in the best interest of the University. The lowest responsible bidder, (Bidders in the case of multiple awards) shall be given the opportunity to enter into negotiations with the University. If the University and bidder(s) are unable to come to satisfactory terms in the form of a contract, the University reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate to the next lowest responsible bidder.

In various sections of this RFP items are marked as being mandatory. If bidder takes exception to any mandatory item, Bidder's proposal shall be disqualified immediately without further consideration. A contract may be awarded only if the Bidder's proposal is in compliance with all mandatory terms and conditions expressed within the RFP document.

The University reserves the right to accept, reject, or waive any irregularities in any proposal; however, any irregularities may render the proposal non-responsive. The University further reserves the right to decline to award an opportunity to negotiate a contract or to award a contract for any or all of the services requested in this RFP.

The lowest bid price shall be determined by calculating and combining the totals of the following:

Multiplying the hourly rate bid for each task description by the University estimated number of workers for each task description, times the estimated hours to be used for each task description during the course of a one year period. (HOURLY RATE x ANNUAL ESTIMATED HOURS FOR EACH TASK DESCRIPTION). The total cost of all task descriptions shall be combined for a total cost to the University for the first contract year. The resulting cost figure shall be used for the cost basis of each proposal.

2.6. Required Submittals:

2.6.1. Number of proposal copies: Submit two (2) complete hard copies of Bidder's entire proposal each to include all information and documentation required with this request. One copy should be marked "Original" and one marked "Copy". The package containing bidder's response shall be labeled: RFP No.013750763MF, Due September 9, 2009 and include the required RFP forms and all supporting information.

RFP responses shall be received by the University no later than 5:00 PM PST, on the date of the cover of this document. Late responses shall be disqualified. Proposals submitted without the required information shall be considered incomplete and subject to disqualification. Specifications, deliverables, or contractual requirements can only be revised through a written notice of addendum issued by Buyer. Oral changes are not authorized.

2.6.2. Submission address:

Submit RFP responses to the address or location on the cover of this RFP. RFP responses may be submitted in person, by U.S. mail, or express delivery service. Faxed proposals shall not be accepted.

2.6.3. Statement of Qualifications

Include a statement of bidder's qualifications. The statement shall include specific examples, including, but not limited to, those items noted in the Prequalification Requirements and those listed below. If bidder cannot meet all prequalification requirements as stated, bidder's proposal shall be rejected without further consideration.

2.6.4. Technical Response

Bidder shall respond to each position listed in Position Description and Skill Requirements Section 3. Bidder shall acknowledge each position requirement with a "Comply" or "Do Not Comply" notation with any relevant comments as necessary.

2.6.5. Pricing Submittal

Pricing response is requested under Section 3. Bidder shall note prices for each Task description in an hourly rate which is inclusive of all charges for that particular task description. Bidders are also to insert hourly rates for equipment rental and the number of workers available for the specified task description.

2.6.6. RFP SCHEDULE AND DEADLINES

RFP Release Date: August 4, 2009

Question and Answer Period Deadline: August 19, 2009 by 5:00 PM PST

RFP Response Deadline: September 9, 2009 5:00 PM PST

Contractor to Commence Project: Projected November 1, 2009

2.7. UNIVERSITY POINT OF CONTACT FOR RFP: The University of California, Davis Business Contracts Office is issuing this RFP and any subsequent addenda to it. Business Contracts is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and are the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any contract(s) awarded as a result of this RFP.

3. SCOPE OF WORK, REQUIRED SERVICES AND PRICING:

3.1. Worker Task Descriptions/Skill Requirements

Contractor workers shall perform services including add-ons, relocations, changes, and complete projects ranging from simple departmental moves and remodels to complete buildings. Contractor will be expected to perform wiring of voice and data along with overall campus wiring for selected projects. Contractor will be expected to install and test voice and data equipment. Also, Contractor shall be expected to accomplish repair functions when necessary. Meetings with University contacts and specific task assignments may take place at various University locations on and off University campus.

The following list describes the worker task descriptions by type and requirements including the skills that are required. The University may or may not utilize all of these workers or any number of workers for any task description. Bids shall only be accepted from those bidders that can furnish workers that can meet the requirements of all listed task descriptions. University reserves the option to add additional task descriptions and rates through the negotiation process with Contractor.

Hourly rates for all worker task descriptions listed below shall include all Contractor-owned vehicles, tools, communication testing equipment and parking arrangements required of this RFP. Rental equipment listed in this RFP shall be quoted separately at its own hourly rate.

TASK DESCRIPTION TABLE

Mandatory Task and Skill Requirements	Number of workers available:	Hourly Rate
Task Description A (Helper Technician): Installs, repairs, and tests inside and outside cable plant and telephone equipment. Installs, trouble shoots and tests data equipment. Tasks include: Performs required material, equipment and performance tests. Tests lines and cable. Installs inside wiring and places outside cable plant, including cable entrance into buildings. This includes copper, fiber optic and coaxial cable installations and repair. Installs, repairs or trouble shoots and tests: Single line telephones (all types), Electronic Telephone Sets, 4-wire circuits, Local Networks and data systems. This includes the data medium, interface, and equipment, such as switches, ups systems, hubs, and transceivers, from the jack to the backboard/patch panel. Installs and repairs auxiliary equipment. Tasks include: Installs and repairs and tests extension ringers, autodialers, speakerphones, add-on modules, line status indicators, modems. Installs, repairs, tests emergency elevator phones. Performs technical support functions. Tasks include: Maintains cable distribution drawings and floor plans for all installations and remodels. Completes recharge documentation for services performed. Documents timesheets. Performs all tasks following established industry safety practices and standards. Requisite Skills: Experience with copper, coax and fiber optic cable, and knowledge of their relative properties and procedures. Skill in placing and testing outside and inside cable plants, including termination and assistance with testing. Working knowledge of safety and fire stopping procedures and devices, and approved construction practices. Interpersonal skills for the ability to communicate with the customer in the field. Recordkeeping skills sufficient for documenting performed services, timesheets, floor plan and cable record maintenance. Familiarity with Category 5, 5e, Category 6, 6A and fiber optic test equipment	2	
Task Description B (Senior Technician): This task description requires all of the above tasks (outlined in Task Description A. Technician), plus the following additional tasks: Installs electronic components and assemblies following prints, diagrams, rough sketches or verbal instructions, which include a working knowledge of EIA/TIA industry standards. Installs backboard and rack mounted layouts for cable plant and voice and data equipment.	2	

Troubleshoots data systems, including design and implementation. Performs Service Orders, projects, and repairs with minimum supervision: interfaces with campus customers, Customer Service Representatives, Line Assigners, Project Engineers, and other technicians. Requisite Skills: Strong knowledge of telecommunications terminology and applications. Knowledge of communication requirements of voice and data terminal equipment including proper bonding and grounding requirements. Knowledge of analog, digital and fiber optic transmission. Demonstrated experience with copper, coax and fiber optic cable, Local Area Network Systems, Digital Loop Carrier systems and knowledge of their relative properties and procedures. Skill in placing and testing outside cable plants, including copper, coax and fiber optics. Skill in placing, pulling and terminating inside wire and fiber, in making terminal block connections, Building Distribution Frame, and Intermediary Distribution Frame layout and design, and cable arrangements. Skill in electronic troubleshooting. Knowledge of cable record methodologies. Knowledge of EIA/TIA-568B Commercial Building Telecommunications Wiring Standard, EIA/TIA 569A Commercial Building Standard for Telecommunication Pathways and Spaces, EIA/TIA 606A Administration Standard for the Telecommunication Infrastructure of Commercial Buildings, EIA/TIA J-STD-607-A Commercial Building Grounding Requirements for Telecommunications and EIA/TIA 758 Customer Owned Outside Plant Telecommunications Cabling Standard. Knowledge of the National Electric Code and IEEE National Electric Safety Code. Demonstrated experience using electronic test equipment. Ability to perform, organize, and coordinate required repair and testing procedures. Strong working knowledge of safety procedures and devices, and approved construction practices. Interpersonal skills including diplomacy and flexibility to work faculty, vendors, staff, and students. Recordkeeping skills to document services performed, complete recharge documents, and maintain current floor plans and cable records. Skill in reading and interpreting technical diagrams, specifications and cable records. Skill in installation and repair of fire stopping systems.		
Task Description C (Senior Technician Splicer): This position requires all of the Tasks listed in Task Description A and Task Description B, plus the additional outside plant cable maintenance tasks: Installs communications service entrances and terminations, including backbone systems and horizontal distributions in equipment rooms and telephone closets.	1	

Performs bonding, grounding, and electrical protection for campus communication networks. Reinforces existing buildings within the campus distribution system. Places or pulls copper, fiber optic and coaxial cable and wire into appropriate structures such as conduits, maintenance holes, hand holes, pull boxes, vaults, distribution frames, or in buried trenches and or on aerial poles; splices multi-pair cable; terminate appropriate cable and wire on appropriate terminals; splices, terminates and tests all cable. Investigates and locates reported trouble, utilizing trouble verification techniques and tools: repairs and/or replaces damaged or defective components such as bad cable pairs, faulty connections, cut or damaged cables, coax splitters or connectors. Conducts required material and performance tests. Tests lines and cable to ensure readiness for dial tone and data transmission, including tests for polarity, continuity, and frequency deviation. Reads cable schematics and floor plans: perform cable transfers and A-cuts as they relate to facilities rearrangement. Places cable closures such as 3M Better Buried, Preform Line Products, and Corning cable systems closures. Modifies drawings, floor plans and cable system detail drawings, to reflect all work completed. Documents work results. Locates cable in accordance with the Underground Service Alert procedures. Is trained and equipped with the proper safety equipment following Telcordia Safety Practices or equivalent to work safely in an underground environment. Requisite Skills: Requires all of the skills in Task Description B-Senior Technician, plus the following: Fault locating skills using resistance and capacitance fault locating techniques. Proven skills in using manual, electronic, and digital testing equipment, gauges and fault locating tools. Demonstrated experience and ability to use the 3M 710 and Tyco-Raychem Pic-a-Bond type splicer tools. Demonstrated experience with the following test equipment: OTDR fiber tester, fiber optic power meter and source, cable fault locator, open fault meter, fault locate meter, noise tester, personal transmission test set 8, voice transmission test set, simpson volt ohm meter, ,mechanical cimping tool. Ability to perform, organize and coordinate required repair and testing procedures. Ability to perform confined space entry procedures. Working knowledge of the National Fire Protection Code and up-to-date safety and fire stopping devices and procedures.		
Task Description D (Technician Supervisor): *Note: Supervisor is preferred to be BICSI RCDD certified. This task description requires ability to perform tasks of Task Description A and B with the additional tasks: Contact person for Communication Resources Manager for scheduling, staffing, worker problem resolution, including replacement of	1	

technicians. Directly supervises contract labor technicians. Administers site survey and inspection to ensure that cable placement, splices, connections, network systems, and materials adhere to specifications and established industry and University standards. Ensures cable testing and certification meets University standards. Assists with planning, scheduling and crew assignment for daily workload. Performs estimates and pre-fields for projects. Reconciles Time and Material documentation for completed projects by contract labor. Maintains floor plan and drawing documentation by workers on projects and Service Orders. Documents worker timesheets and submits certified payroll worksheets. Resolves worker complaints/problems/ disputes with appropriate Customer Services personnel. Attends regularly scheduled scheduling meetings with University staff. Responsible for worker certification for the Asbestos Worker Program. Responsible for overall training of contract personnel in new industry practices and procedures. Interfaces and is liaison with appropriate units in Communication Resources. Ensures worker compliance with all established industry standards, codes and specifications, including established safety practices. Requisite Skills: Requires all of the skills listed in Task Description B-Senior Technician, plus the following: Strong customer service orientation. Ability to work effectively in a complex environment, with heavy workloads, demanding timelines and constantly changing priorities. Excellent organizational ability to prioritize workload and meet strict deadlines. Ability to perform accurate estimates and prefields. Proven supervisory skills, including simultaneous, multiple project management/supervision, worker conflict resolution and disciplinary action. Skill in using personal computers for word processing, Email, time management, project management, spreadsheets, and database management.		
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Other Miscellaneous Rental Rates

BIDDER to quote rental rates for the equipment listed (Ref. Section 4.20, below):

Equipment	Hourly Rate	Minimum Hours
Cable Trailer		
Bucket Trucks		
Trench Machine		
Tamper (Gas or Pneumatic)		
3/4 Ton Truck with Reel Loader		
Cable Lasher		

4 SPECIFIC TERMS AND CONDITIONS

4.1. University Contacts. Contractor winning the award shall be accountable to Diane Bahr, Manager, ECM, Communication Resources Department, University of California, Davis.

4.2. No Guarantee of Usage. Any contract resulting from this solicitation shall be written for the use of Independent Contractors only, shall contain no guarantees as to available work, duration, or funding totals. The University reserves its right to use any resulting contract only when it's in the best interest of the University.

4.3. Prevailing Wage Requirement. Contractor shall pay each worker a salary for work on this contract not less than the general prevailing wage rate in effect in the locality in which the work is done. See Supplement 2.

4.4. Worker Availability. Contractor shall be able to furnish workers within 48 hours from the date and time of University request.

4.5. Worker Services Termination. If University elects to terminate the services of any worker furnished by contractor for any reason, University shall be responsible for payment of actual work hours performed by contractor worker or a minimum of four (4) hours, whichever is greater.

4.6. University Holidays. Contractor furnished workers shall adhere to the University holiday schedule and shall not be utilized on University recognized holidays nor paid for such holidays.

4.7. Contractor Work Hours. Contractor technicians shall be available between the hours of 8:00 AM and 5:00 PM, with the possibility of work hour changes for specially arranged circumstances. Workdays are typically eight (8) hours.

4.8. University Approval of Contractor Workers. Workers furnished by Contractor are subject to approval by University prior to assignment at the University.

4.9. Parking Arrangements. Contractor shall be responsible for parking arrangements and fees for parking for each worker they furnish under this CONTRACT. Permits may be obtained directly from UC Davis

Transportation and Parking Services (TAPS): the TAPS office is located north of the West Entry Parking Structure (map available at Bidder's Conference). Information on TAPS services and parking facilities on the UC Davis campus can be found on the TAPS website (<http://www.taps.ucdavis.edu>), by calling (530) 752-TAPS (8277) or by emailing taps@ucdavis.edu with specific questions.

4.10. Contractor Vehicles, Tools and Test Equipment

Contractor workers shall be required to use Contractor owned vehicles to reach job site locations within the campus community. Vehicles furnished by Contractor shall be able to accommodate two (2) workers and all necessary tools and equipment required by such workers for their job assignments. Appropriate test equipment and ladders shall be furnished by Contractor.

4.11 CAL-OSHA Regulations. Contractor workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment.

4.12. ID Badges. Contractor workers shall be required to wear contractor furnished ID badges.

4.13. Tools Required. Contractor furnished workers are required to furnish their own small tools and tool belt equipped to satisfactorily perform all tasks described in Section 3.

4.14. Invoicing. Contractor invoices shall be furnished on a monthly basis, shall be summarized by type of worker, by project, shall include copies of itemized time sheets for actual hours worked by each worker, and shall include itemized charges for any rental equipment for the period and shall be verified by University prior to payment. Each invoice shall include Contractor's taxpayer identification number. No payments shall be made in advance of work performed, except as otherwise specified in this contract. University shall pay invoices Net 30 days from date of receipt.

4.15. Work Related Materials. All work-related materials will be provided by the University. The rates charged by the Contractor will be for labor and equipment rental only.

4.16. Required Supervision. Contractor shall provide one Technician Supervisor (Task Description D, Section 4.4) who shall provide supervision and direction to the contractor employees. The supervisor will act as the single point of contact for scheduling the technicians, coordinating their work and answering questions regarding billing.

4.17. Plant Emergency Services. The Contractor shall provide plant emergency repair service, including a Senior Technician Splicer (Task Description C), within 4 hours of request.

4.18. Required Standards. All services provided by the Contractor shall meet the requirements of the following, where applicable:

- American National Standards Institute (ANSI)/Institute of Electrical and Electronic Engineers (IEEE)
- Underwriters Laboratories, Inc. (UL)
- ANSI/EIA/TIA 606-A Administration Standard for Commercial Telecommunication Infrastructure
- ANSI/EIA/TIA 568B- Commercial Building Telecommunications Wiring Standards
- ANSI/EIA/TIA 569A- Commercial Building Standard for Telecommunications Pathways and spaces
- ANSI/EIA/TIA J-STD-607-A Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- IEEE 802.3 Ethernet and 802.5 Token Ring standards
- Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual and Customer Owned Outside Plant Manual
- NEC Standards
- OSHA Safety Standards
- IEEE National Electric Safety Code
- UNIVERSITY Campus Standards and Design Guide, Section 27 (www.ae.ucdavis.edu/designprofes/).

4.19. Contractor Worker Training. The Contractor shall be responsible for their own on-going employee training program to keep abreast of industry standards and developments.

4.20. Rental Equipment Availability. The Contractor shall have the following equipment available for use when necessary, at the rental rates listed in Section 3:

- Cable Trailer
- Bucket Trucks
- Trench Machine
- Tamper (Gas or Pneumatic)
- 3/4 Ton Truck with Reel Loader
- Cable Lasher

4.21. English Language Requirement. Contractor shall only furnish workers that are able to speak and read the English language sufficient enough to follow written instructions and communicate effectively with campus departmental representatives.

4.22. Business Services Bond or Employee Dishonesty Bond. Contractor shall provide either a Business Services Bond or Employee Dishonesty Bond covering losses due to actions of Contractor's employees including theft, and the cost to re-key University buildings due to stolen keys checked out to Contractor. Contractor shall provide such Bond in the face amount of \$25,000 prior to signing of any contract resulting from this RFP.

4.23. Key Issuance and Responsibility. Keys to gain access to project sites shall be issued to Contractor by University, on an as needed basis, and only on the day access is required. Contractor shall be responsible for issued keys while in Contractor's possession and shall return all keys to the issuing office prior to leaving the work site each day. Failure to return the keys each day shall obligate Contractor for all expenses to University due to any necessary re-keying of doors and/or buildings in question.

4.24. Insurance. Contractor warrants that he shall maintain policies of insurance containing the coverages and minimum limits described in the following subsections during the term hereof. Such coverages shall provide for 30 days advance written notice to University of any policy modification, change, or cancellation. The coverages as described in General Liability and Business Automobile Liability below must name The Regents of the University of California as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University party's direct supervision and control. Contractor shall provide University with certificates of insurance evidencing Contractor's insurance policy coverages, except that no certificate for workers' compensation insurance shall be required. If any insurance described in this section is written on a claims made form, it shall continue for three years following termination of the agreement.

General Liability. Comprehensive or commercial form general liability insurance. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

Each occurrence	\$1,000,000
General aggregate	\$2,000,000

Business Automobile Liability. Business automobile liability insurance. For owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than \$1,000,000.

Workers' Compensation. Workers' compensation insurance as required by California law.

5 GENERAL TERMS AND CONDITIONS

5.1. University of California Terms and Conditions For Various Fund Sources (Attachment A, Rev. 8/99) apply to this order. These terms and conditions can be viewed at http://purchasing.ucdavis.edu/forms/PUR_TermsConditions.pdf. University of California standard purchase order terms and conditions, Appendix A, apply to any resulting contract. University of California Additional Terms and Conditions Data Security, Appendix DS apply to this order. These terms and conditions can be viewed at: http://www.ucop.edu/purchserv/rfp/tvl_oba/oba_att10.pdf. CONTRACTOR agrees to these terms and conditions by submitting a bid response.

5.2. Assignment and Subcontracting. Any decision to assign the contract under Article 13 of Appendix A is discretionary with the University.

5.3. Property Rights

5.3.1. General:

All information developed by contractor pursuant to performance of services under this contract shall be the sole property of University without University's payment of additional consideration, and shall be furnished to University on the earlier of either (1) completion or termination of this project, or (2) upon earlier termination of Contractor's services under this contract.

5.3.2. Confidentiality of Personal Records:

Contractor acknowledges that the creation and maintenance of records pertaining to individuals is subject to certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by University policy. Such requirements include provisions governing the collection, maintenance, accuracy, dissemination, and disclosure of information about individuals, including the right of access by the subject individuals.

If Contractor creates confidential or personal records about an individual, as defined by the Information Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, Contractor shall inform the individual that the record is being made and the purpose of the record.

Records containing confidential or personal information about individuals are the property of the University of California and subject to University policies and applicable federal and state laws. Contractor agrees to deliver all such records, including originals and all copies and summaries, to the University upon termination of this contract. Contractor shall not use recording devices in discussion with University employees.

5.4. Examination of Records

The University and, upon University's approval, the contractor or grantor under government contracts or grants, or its authorized representative, shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this contract until the expiration of five years after the final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

5.5. Conflict of Interest

Contractor shall not hire any officer or employee of the University to perform any service covered by this contract. If the work is to be performed in connection with a federal or state contract or grant, Contractor shall not hire any employee of the government concerned to perform any service covered by this contract. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between contractor's family, business or financial interest and the services provided under this contract, and in the event of change in either private interests or service under this contract, 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 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.

5.6. **Waiver or Modification of Terms.** No waiver, amendment or other modifications of the terms of this contract shall be binding upon either party unless expressed in writing and signed by both parties hereto.

5.7. **Contract Revisions.** University may make revisions within the general scope of this contract in task descriptions for services by giving notice to Contractor and subsequently confirming such revisions in writing in the form of an addendum or change order to the contract issued by the University Purchasing Department. If such changes affect the cost of services for this contract, an equitable adjustment in the rates shall be made according to the rates listed in this contract, or additional rates shall be negotiated by both parties to the contract. No revisions by Contractor shall be allowed without written approval of University. Any claim of Contractor for an adjustment under this Section must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such revision request unless University waives this condition in writing. Contractor shall bear the burden of proof for additional rates or rate revisions required by any University request. Nothing in this Section shall excuse Contractor from proceeding with performance of the contract as revised hereunder.

5.8. **Disputes.** In the event of any dispute or disagreement between the University and Contractor, either with respect to the interpretation of any provision of this contract or with respect to the performance hereunder by the University or by Contractor, each of the parties shall appoint a designated officer or agent to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the earlier of (a) the designated officers or agents conclude in good faith that amicable resolution through continued negotiations of the matter in issue does not appear likely; or (b) sixty (60) days have passed from the date of commencement of meetings on the matter of issue. Unless otherwise agreed to by both parties in writing, submittal of any issue to judicial resolution shall not stay, delay, or terminate the performance of this contract.

5.9. **Possible Hazardous Materials Exposure.** Contractor is responsible for training employees working with hazardous materials or in physically or hazardous situations as required by the California Administrative Code, Title 8, Section 3203, Injury Illness Prevention Program. Additionally, Contractor is responsible for training individuals working near sources of ionizing radiation as required by California Administrative Code, Title 17. Contractor's employees who may be exposed to hazardous materials or physically hazardous situations including sources of ionizing radiation shall be properly trained prior to any work being performed at the University. If such training has not been provided to Contractor's employees, it shall be the responsibility of the Contractor to provide the required training to its employees.

If Contractor has questions regarding the possibility of hazardous materials exposure or physically hazardous situations at the location where work is to be done, Contractor shall contact the University Environmental Health & Safety office. The phone number for the University Environmental Health and Safety office is (916) 752-1493.

5.10. **Funding Conditions.** This contract is valid and enforceable only if sufficient funds are made available for the requested services to the University by the State of California and the Regents of the University of California. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State and/or the Regents which may affect the provisions, terms or funding of this contract. It is mutually agreed that if the State or Regents do not appropriate sufficient funds for the specified services, this contract shall be amended to reflect any reduction in funds.

5.11 **Entire Contract.** This contract, all Exhibits attached hereto, the RFP for Network/Telecommunications Support, and Contractor's response to the RFP constitutes the entire contract between the parties and supersedes any other agreement or representation, oral or written, related to the subject matter hereof. Any changes or modifications shall be effective only if in writing and executed by both parties.

5.12. **Order of Precedence.** In the event of a conflict between the RFP, Contractor's response to the RFP, and this contract, the terms and conditions of this contract shall prevail.

In the event of a conflict between the Exhibits, if any, and this contract, this contract shall prevail.

5.13. Taxpayer identification number: California Public Contract Code Section 10518 requires contractor (vendor) who enters into a contract with the University of California for \$10,000 or more shall list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract or PO. The number shall remain unchanged regardless of future name changes.

Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977 you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Sections 6109, 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

5.14. Vendor shall provide all applicable rebates, credits, incentives earned, used, or on account. Checks shall be made payable to "The Regents of the University of California" and mailed to the University of California, Davis, One Shields Avenue, Cashier's Office, Davis, California, 95616. Vendor shall make reference to department name and purchase order number on all checks. Periodic Statement Requirement: Vendor shall send periodic statements listing all rebates, credits, or incentives earned, used or on account for the University of California, Davis. Statements shall include department name and purchase order number. Statements should be mailed to the University of California, Davis, One Shields Avenue, Purchasing Department, Davis, California 95616-8690, Attention: Director, Materiel Management.

Supplement 2
University of California
SPECIAL TERMS AND CONDITIONS FOR MAINTENANCE

1. LICENSE REQUIREMENTS.

1.1 The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors. Seller and all Subcontractors shall comply with the requirements of the Contractor's License Law and at all times in the performance of any work under the Purchase Order that is the subject of this solicitation, shall have the appropriate current licenses issued by the State of California Contractor's State License Board for the work to be performed. In addition to the foregoing, and without limitation, at the time of submission of any Bid for the Purchase Order that is the subject of this solicitation, Seller and all Subcontractors, regardless of tier, shall have the appropriate current licenses. Additionally, if Seller is a joint venture, at the time of submission of the Bid, the Seller shall have a joint venture license appropriate for the performance of the work, and each member of the joint venture shall likewise have the appropriate license. If a Seller, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Seller holds a specialty contractor license, Seller must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license.

2. STATUTORY REQUIREMENTS.

2.1 Not Used

2.2 Nondiscrimination

2.2.1 For purposes of this Paragraph 2, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

2.2.2 Seller shall comply and shall ensure that all Subcontractors comply with Section 12900, and the applicable sections that follow, of the State of California Government Code.

2.2.3 Seller agrees as follows during the performance of the Work:

2.2.3.1 Seller shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy). All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2.2.3.2 Not used.

2.2.3.3 Seller and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by University or any appropriate agency of the State of California designated by University for the purposes of investigation to ascertain compliance with this Paragraph 2. The outcome of the investigation may result in the following:

2.2.3.3.1 A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by University as (1) a basis for determining that Seller is not a "responsible bidder" as to future contracts or purchase orders for accept or consider the bids of Seller for future contracts or purchase orders.

2.2.3.3.2 University may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Seller has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

2.2.3.3.3 Upon receipt of such written notice from the Fair Employment Practices Commission, University may notify Seller that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, Seller's bids on future contracts and purchase orders will not be considered.

2.2.3.3.4 Seller agrees that, should University determine that Seller has not complied with this Paragraph 2, Seller shall forfeit to University, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in Paragraph 3 for violation of prevailing wage rates. Such penalty amounts may be recovered from Seller; and University may deduct any such penalty amounts from the Contract Sum.

2.2.3.3.5 Nothing contained in this Paragraph 2 shall be construed in any manner so as to prevent University from pursuing any other remedies that may be available at law.

2.2.3.3.6 Seller shall meet the following standards for compliance and provide University with satisfactory evidence of such compliance upon University's request, which shall be evaluated in each case by University:

(a) Seller shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.

(b) Seller or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.

(c) Seller shall notify University of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.

(d) Seller shall include the provisions of the foregoing Subparagraphs 2.2.3.3.1 through 2.2.3.3.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

3. PREVAILING WAGE RATES

3.1 For purposes of this Paragraph 3, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

3.2 Seller shall comply and shall ensure that all Subcontractors comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code.

3.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By reference, such schedule is made part of the Contract Documents. Seller shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Seller in the execution of the Work. Seller shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. Seller and any subcontractor under him shall, as a penalty to the University, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed by him or her or, except as provided in subdivision (b) of Section 1775 of the California Labor Code, by any subcontractor under him or her. The amount of this penalty shall be determined by the California Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Seller or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Seller in meeting his or her prevailing wage obligations, or the willful failure by the Seller or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Seller or subcontractor had knowledge of his or her obligations under this part. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Seller or subcontractor.

4. PAYROLL RECORDS

4.1 For purposes of this Paragraph 4, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

4.2 Seller and each subcontractor under Seller shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this order.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

4.2.1 The information contained in the payroll record is true and correct.

4.2.2 The employer has complied with the requirements of Sections 1771, 1811, and 1815 of the California Labor Code for any work performed by his or her employees on this order.

4.3 The payroll records enumerated under paragraph 4.2 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Seller on the following basis:

4.3.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

4.3.2 A certified copy of all payroll records enumerated in paragraph 4.2 shall be made available for inspection or furnished upon request to a representative of the University, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

4.3.3 A certified copy of all payroll records enumerated in paragraph 4.2 shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 4.3.2, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Seller, subcontractors, and University of other entity through which the request was made. The public shall not be given access to the records at the principal office of the Seller.

4.4 The certified payroll records shall be on forms provided by the California Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

4.5 Seller or subcontractor shall file a certified copy of the records enumerated in paragraph 4.2 with the entity that requested the records within ten 10 days after receipt of a written request.

4.6 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's

name, address, and social security number. The name and address of the Seller awarded the order or the subcontractor performing the order shall not be marked or obliterated.

4.7 The Seller shall inform the University of the location of the records enumerated in paragraph 4.2, including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

4.8 The Seller or subcontractor shall have ten 10 days in which to comply subsequent to a receipt of a written notice requesting the records enumerated in paragraph 4.2. In the event that the Seller or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the University, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A Seller is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

5. APPRENTICES

5.1 For purposes of this Paragraph 5, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

5.2 Only appendices, as defined in Section 3077, who are in training under standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 of the California Labor Code are eligible to be employed on this order. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

5.3 When Seller, or any subcontractor under him or her, in performing any of the work under this order, employs workers in any apprenticeable craft or trade, the Seller and subcontractors shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site where the order is to be performed for a certificate approving the Seller or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Seller to the Seller or subcontractor in order to comply with California Labor Code section 1777.5. Every Seller and subcontractor shall submit order award information to the applicable joint apprenticeship committee that includes an estimate of journeyman hours to be performed under the order, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There is an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site where the order is to be performed to ensure equal employment and affirmative action in apprenticeship for women and minorities. The Seller and its subcontractors shall not be required to submit individual applications for approval to joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the order may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided herein, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for every five journeymen.

5.4 Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the site where the order is to be performed and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Seller shall employ apprentices for the number of hours computed as above before the completion of the order. However, the Seller shall endeavor, to the greatest extent possible, to employ apprentices during the same period that the journeymen in the same craft or trade are employed at the site where the order is to be performed. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

5.5 The Seller or subcontractor, if he or she is covered by California Labor Code section 1777.5, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Seller that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman or, in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting Seller from the 1-to-5 hourly ratio as set forth in this section. This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the hourly ratio required by this section.

5.6 "Apprenticeable craft or trade," as used herein, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee has the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Seller from the 1-to-5 ratio set forth herein when it finds that any one of the following conditions is met:

5.6.1 Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

5.6.2 The number of apprentices in training in the area exceeds a ratio of 1 to 5.

5.6.3 There is a showing that the apprenticeable craft or trade is replacing at least on-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

5.6.4 Assignment of an apprentice to any work performed under a public work contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

5.7 When exemptions are granted to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

5.8 A Seller to whom this order is awarded, or any subcontractor under him or her, who, in performing any of the work under the order, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site where the order is to be performed, to which fund or funds other contractors in the area of the site where the order is to be performed are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the order in the same amount or upon the same basis and in the same manner as the other contractors do, but, where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Seller or subcontractors may add the amount of the contributions in computing his or her bid for the order. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227 of the California Labor Code.

5.9 Seller shall be responsible for compliance with this paragraph 5 for all apprenticeable occupations.

6. WORKDAY

6.1 Seller shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Seller shall forfeit to University, as a penalty, \$50 for each worker employed in the execution of this Contract by Seller, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph 6 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Seller and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

7. TIME OF THE ESSENCE.

7.1 Any time limits stated in the Purchase Order for Seller's performance are of the essence.

8. APPLICABLE CODE REQUIREMENTS

8.1 Seller shall perform the Work in accordance with the following Applicable Code Requirements:

8.1.1 All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, Seller, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.

8.1.2 All requirements of any insurance company issuing insurance required hereunder.

8.1.3 The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.

8.1.4 Applicable titles in the State of California Code of Regulations.

8.1.5 Applicable sections in the State of California Labor Code.

8.1.6 All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

8.2 Seller shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). Seller shall promptly notify University's Representative in writing if Seller becomes aware during the performance of the Work that the Purchase Order is at variance with Applicable Code Requirements.

8.3 If Seller performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to University, Seller shall be responsible for such Work and any resulting damages including, without limitation, the costs of correcting Defective Work.