



UNIVERSITY OF CALIFORNIA, DAVIS
MATERIEL MANAGEMENT/PURCHASING SERVICES
202 Cousteau Place, Suite 205, DAVIS, CALIFORNIA 95618-7761

REQUEST FOR PROPOSAL

RFP # 01-012850403AM Re-Bid

DATE E-MAILED/POSTED: December 5, 2008

RFP DUE DATE: January 9, 2008, 3:00 pm PST.

The **UNIVERSITY** Web address for downloading this document and any updates or addendum until the submittal due date is:

<http://purchasing.ucdavis.edu/ucdbids/index.cfm>

Buyer Contact: Alex Martin

Buyer Supervisor

Tel. # 530-747-3880

Fax # 530-757-8720

E-mail: aamartin@ucdavis.edu

PROPOSAL FOR: DHCP/DNS System

REQUEST FOR PROPOSAL CONTENTS:

- Background
- Specifications/Scope of Work
- General Information/Terms and Conditions
- Appendix A
- Appendix DS

Deviations from Specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject proposals on each item separately, or as a whole, and to waive any irregularities in the proposal; irregularities may, however, render the proposal non-responsive.

Public Disclosure: Responses to Become Public Records:

All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

Designation of Confidential Information:

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.

The California Public Records Act limits The Regents' ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. 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.

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

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1. INTRODUCTION

1.1 Project Overview

The University of California, Davis, currently utilizes NetID for Campus and Residential Network (ResNet) Dynamic Host Control Protocol (DHCP) address assignment, and Aspiga to manage Campus Domain Name System (DNS) records. NetID is a commercial product that has reached end of life and is no longer supported by the vendor. Aspiga is a utility written at UCD that is also no longer being developed. In light of this, the current solutions will be replaced. Deployment will be conducted in two phases, in the following order:

1. Campus DHCP service
2. Campus DNS management services

Phase 1. Description of Campus DHCP service

Nortel NetID is the software used to provide DHCP IP address assignments to all Campus and ResNet hosts that use the central Campus DHCP solution. There are several departments on Campus that provide their own internal DHCP service, or manage their own IP address space. These departments will not be affected by this project. With respect to DHCP services, the objective of this RFP is to replace the Nortel NetID solution.

Phase 2. Description of Campus DNS services

The current Campus DNS solution is based on 4 slave servers running ISC BIND version 9.4.1-P1 and one master server running ISC BIND 9.4.1-P1. Two of the slave servers are internal and two are external. A Campus created software solution (Aspiga) is installed on the master and is the front end to an Oracle database. This application is used to manage the ucdavis.edu namespace. With respect to DNS management services, the objective of this RFP is to replace the Aspiga application and the master DNS server. The 4 slave servers will remain in service and must interface and interoperate with any proposed solution.

1.2.1 Project Schedule

Estimated deliverables as outlined in Sections 4 – 6:

Estimated date for Confidence Test notification	January 2009
Estimated date for Confidence Test hardware/ software installation	January 2009
Estimated begin date for Confidence Test	January 2009
Estimated end date for Confidence Test	February 2009
Estimated date for final hardware/software delivery	February 2009
Estimated date for Campus DHCP deployment	March 2009
Estimated date for Campus DNS deployment	March 2009

1.2 Campus DHCP and DNS Architecture

1.2.1 Campus DHCP

The current Campus DHCP solution is NetID version 4.3.1, and is installed on a single Solaris machine running SunOS version 5.10 located in the Campus Data Center. This machine currently manages static and dynamic IP address assignment for approximately 18,000 addresses and serves out an average of 340 leases per minute.

1.2.2 Campus DNS

The master server is located at the Campus Data Center. One of the internal DNS slave servers is located at the Campus Data Center as well. The other internal DNS slave server, as well as both external slave servers are located at the Campus Network Operations Center. The current Campus DNS solution centrally manages approximately 30,000 host records. The internal servers currently handle a peak of about 250,000 queries per 5 minutes, and the external servers handle a peak of about 10,000 queries per 5 minutes.

1.3 BIDDER PRE-QUALIFYING CRITERIA

BIDDER 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 program 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 without further consideration.

To have a proposal considered **BIDDER'S** must be well qualified in the following categories:

1. Successful installation of an equal or greater project of similar size, type, and complexity.
2. Ability to develop a fully operational system as jointly defined, portions of which can be installed and functioning within the agreed upon time frames.
3. Ability to commit to a multi-phase project with implications for long-term support.
4. Demonstrated track record of acceptable performance on similar projects, to be evaluated from comments of **BIDDER** references.
5. Ability to provide timely on site resources and support to UC Davis.
6. Describe your company's work with large research universities or similar sized campus environments.

2. REFERENCES

Please list references of at least 3 customers that are currently using this solution in production under similar circumstances as UC Davis proposes. Upon successful **BIDDER** qualification, the **UNIVERSITY** may contact some or all of these references to better understand your services and performance levels. References should be of comparable size and complexity to the **UNIVERSITY** installation.

For each reference **BIDDER** must state contact names and telephone numbers and a brief description of the nature and outcome of each project.

Reference information shall be considered in determining **BIDDER** pre-qualification (see **Section 1.2** above) and may also be considered within the evaluation process in determining **BIDDER'S** compliance with applicable criteria.

The **UNIVERSITY** may contact references furnished by the **BIDDER**, in addition to other individuals not furnished by **BIDDER**. The **UNIVERSITY** is not limited to specific contacts at any reference company. The **UNIVERSITY** reserves the right to obtain and use, in its evaluation, information from sources not necessarily identified by **BIDDER**.

Furnishing incorrect and/or incomplete reference information may lead to **BIDDER'S** elimination from consideration for award.

Customer Account	Contact Information	Organization Name and Address	Context (list work performed and what information organization can provide)
Contact #1 Title	Tel. E-Mail:		
Contact #2 Title	Tel. E-Mail:		
Contact #3 Title	Tel. E-Mail:		

3. SPECIFICATIONS/SCOPE OF WORK

FEATURE, PERFORMANCE AND TECHNICAL SPECIFICATIONS

3.1 Feature Requirements

- Describe authentication possibilities for administrative authentication
- Describe the DNS/DHCP capabilities to be configured for the Campus
- Describe any 'value added' features of the product that will be configured for the Campus.

Vendor should bid on one or both of the configurations below. The intention is to allow bids for both appliance based solutions and software solutions that run on off-the-shelf hardware. For each requirement listed below, a more complete answer and description of capabilities will assist with scoring.

BIDDERS Note:

For the following specifications, the terms “MUST” and “SHOULD” distinguish between absolute product requirements and desired product features.

- **MUST** – this word means that the item is an absolute requirement of the specification. Inability to meet such specifications will disqualify the product from consideration.
- **SHOULD** – This word reflects a desired solution feature that may exist. The availability of desired solution features are an added value and will be carefully weighed by the university.

If **BIDDER** takes exception to any “MUST” item, **BIDDER’S** proposal shall be disqualified immediately without further consideration and bid rejected. In addition, if **BIDDER’S** offered products do not meet the minimum technical or performance requirement of each specification, their bid shall be rejected.

3.1.1.A Appliance-based DNS/DHCP Solution

- **MUST** Use a hardened operating system, describe the security features of the hardened operating system
- **MUST** Response to specify a high availability configuration
- **MUST** Provide encrypted administrative communication to DNS/DHCP appliance/server (SSL, SSH or other industry-accepted encryption protocol)
- **MUST** Provide a strategy to backup the DNS/DHCP solution, including the configuration files
- **SHOULD** Describe proposed network/appliance architecture based on number of proposed appliances
- **SHOULD** Provide high availability configuration for management system
- **SHOULD** Integrate critical vendor operating system security updates into appliance within 7 days of an OS vendor announcement
- **SHOULD** support external syslog support
- **SHOULD** support NTP integration

- SHOULD support monitoring via SNMP
- SHOULD provide capability for DNS/DHCP configuration files to be copied to a different location via a secure protocol such as SSL or SSH
- SHOULD support 110 V power
- SHOULD provide for the protection of DNS/DHCP service against denial of service attacks

3.1.1.B Non-Appliance-based DNS/DHCP Solution

- MUST Include the hardware requirements, recommended hardware model, and hardware quote
- MUST Identify and include necessary equipment to provide High Availability in hardware quote
- SHOULD Provide high availability configuration for management system
- SHOULD Support OS critical security updates within 7 days of patch update/release
- SHOULD Provide instructions for securing the OS under which the DNS/DHCP software runs
- SHOULD Support 110V power
- SHOULD Provide for the protection of DNS/DHCP service against denial of service attacks

3.1.1.C Feature Requirements for DNS Solution

- MUST support up to 100,000 records with room for expansion
- MUST interoperate with BIND based servers
- MUST support sub-domain delegation
- MUST be RFC 1035 compliant
- MUST provide TSIG support
- SHOULD support reverse delegation on classless subnets
- SHOULD support at least 300 queries per second
- SHOULD provide DNSSEC support
- SHOULD support notification of configuration errors prior to zone propagation
- SHOULD support external access to the DNS database tables
- SHOULD provide an API for changing DNS programmatically
- SHOULD Describe external RBL/XBL/SBL blacklisting compatibility (importing of records, querying RBL/SBL/XBL servers, etc.)

3.1.1.D Feature Requirements for DHCP Solution

- MUST support up to 50,000 concurrent leases with room for expansion
- MUST support VLSM
- MUST be RFC 2131 and 2132 compliant
- MUST support multiple MAC address pools for delegated administrators
- MUST provide OpenDB/API support
- SHOULD support at least 700 leases per minute
- SHOULD provide BOOTP support
- SHOULD support notification of configuration errors
- SHOULD support blacklisting by MAC address or by pool of MAC addresses
- SHOULD be ISC DHCP based
- SHOULD provide IPv6 support
- SHOULD Describe capability of integrated or external NAC compatibility features
- Describe event notification and triggers (on commit, on release, on expire, etc.)

3.2 Technical Specifications

3.2.1 Network Integration

- SHOULD Provide resources/capability for migration/export/import from Nortel NetID to proposed solution
- SHOULD describe in detail integration and support plan and services to be provided
- SHOULD support SNMPv3 for device monitoring
- SHOULD support High Availability using a single IP Address
- SHOULD provide capability for HA configuration to support geographic diversity using a single IP address
- SHOULD provide in-band capability supporting at least a quantity of one 1Gbps interface
- SHOULD provide out of band management capability (i.e. serial/modem connection)
- SHOULD provide a MIB for the applications or appliance
- SHOULD provide packet level debugging capability

3.2.2 Administrative Authentication Support

- SHOULD support RADIUS
- SHOULD support LDAP authentication
- SHOULD support 802.1x authentication
- SHOULD support Kerberos authentication
- SHOULD support MSCHAP v1/v2 authentication

3.3 Administrative Capability

- SHOULD have an API to create, modify, and delete administrators
- Describe the administrative roles that are available, such as network administrator, departmental administrator, etc.
- Describe limitations on the maximum number of administrators available in each role
- Describe how your product supports help desk staff, including trouble shooting end-user DNS/DHCP calls
- Describe the native reporting capabilities of your product
- Describe API offerings (i.e. authentication mechanisms, supported languages, protocols used, etc.)

3.3.1 Administrative Authentication Support

- SHOULD support the use of two-factor authentication applied to group-based or role-based affiliations for administrative access to DNS/DHCP appliance or server software

3.3.2 Administrative Roles

- SHOULD provide a web-based administrative interface
- SHOULD provide an administrative interface that is compatible with Windows, MAC and Linux desktop environments
- SHOULD provide an easy to use GUI interface for administration
- Describe the capabilities for delegated administration of subnets, sub-domains, etc.
- Describe role-based authorization for roles such as Administrator, Help Desk Operator, and Report Creator/Viewer

3.3.3 Reporting

- SHOULD provide reporting capability for DHCP lease success/failures
- SHOULD provide reporting capability for lease status by endpoint
- SHOULD provide audit log of administrative changes
- SHOULD provide report system for CPU and memory utilization, syslog status, number of active leases, firmware version and installation date, last reboot, current throughput levels, and current date
- SHOULD provide the ability to export report data into common format i.e. .CSV
- Describe the capabilities for monitoring the status of DNS queries

4. CONFIDENCE TESTING

Confidence testing will demonstrate the DNS/DHCP features, functions, and capabilities and compatibility with the Campus and ResNet environments. The confidence test shall be used to demonstrate the proposed system's ability to function and scale in the UNIVERSITY'S real world, production environment. A select group of end-users shall be applied to the confidence test environment for testing of approximately (5) weeks in duration. The UNIVERSITY reserves the right to extend the Confidence Test period for any reason.

4.1 University Compatibility

- MUST demonstrate compatibility with a mixture of computing hosts, as required by the technical specifications. The hosts will be supplied by the university.

4.2 University responsibilities:

- Develop test methodologies. The tests will evaluate the stability and reliability of solution, and performance in relation to requirements and specifications represented in bid response.
- Perform tests on-site

4.3 Bidder responsibilities:

- MUST provide a single point of contact for coordinating all bidder work in support of the test
- MUST provide a product orientation and training at the beginning of the confidence test
- MUST meet with the university, as required, before, during and after test, but no less than once per week
- MUST supply and deliver DNS/DHCP solution hardware and software for tests
- MUST assist in installation/configuration of test hardware and software
- MUST provide access to technical support during the confidence test period
- MUST provide access to customer technical support services during the confidence test period
- MUST repair, if necessary, to university's satisfaction, all damage to university property due to bidder negligence or intentional acts or omissions.

4.4 Confidence Test Acceptance

- Confidence test acceptance MUST be demonstrated by the results from 4.2 and have been demonstrated to the UNIVERSITY'S satisfaction within the allotted period. The university may choose to retain the test equipment and will pay the bidder's equipment costs based on contract pricing from the retention date.

BIDDER failing confidence testing shall be rejected from further consideration and the **UNIVERSITY** reserves the right to pursue other alternatives, including, but not limited to, selecting the **BIDDER** with the next lowest cost per quality point score.

5. VENDOR SUPPORT

Describe your support model in respect to documentation, available customer support, call prioritization process, customer call escalation process, training, and DNS/DHCP maintenance program.

5.1 Documentation

- MUST supply electronic documentation for administration, configuration, helpdesk support

5.2 Service Agreement

- MUST provide on-site implementation assistance
- MUST provide minimum 8am-5pm, PST, M-F, customer support
- MUST provide an engineer call-back within one hour of a customer support call representing the highest priority level
- SHOULD provide customer support with real-time level 1 personnel and immediate escalation level support personnel outside of normal support hours

5.3 Training

- MUST provide administration/configuration training for four UC Davis individuals. Training to be held at UC Davis Campus.

5.4 Maintenance Agreement

- SHOULD supply DNS/DHCP appliance or software maintenance updates for no additional cost during the first year after acquisition
- First year maintenance agreement SHOULD be no more than 15% of DNS/DHCP appliance or software net costs
- Maintenance agreement annual price increases SHOULD be capped at no more than 1.05 percent greater than previous year maintenance for five years after acquisition

6. PRICE SHEET

This section should provide a summary of all costs for the system and the implementation of it. All of the details from the previous sections should be tabulated and summarized in this section. A statement must be included that indicates the period for which quoted prices will remain valid. Any one-time costs will be fixed at the time of contract issuance, while recurring costs should be identified and their frequency and maximums specified. **BIDDER** price quote must be submitted on the form below.

Bidders shall quote prices on this page.

	Amount Bid
<u>Hardware</u>	
Core hardware	
Network Interfaces	
Subtotal:	
<u>Application Software</u>	
Core DHCP/DNS/IPAM Application (if applicable)	
IP Address Licensing (if applicable)	
Reporting Tool/System (if applicable)	
(list by modules as necessary)	
Subtotal:	
<u>System Integration</u>	
System Integration	
User Interface	
Subtotal:	
<u>Annual Support</u>	
Core hardware (if applicable)	
Accounts Receivable Module/System	
Reporting Tool/System (if applicable)	
Subtotal:	
<u>List Any Discounts</u>	
<u>Other Costs</u>	
Training	
Implementation	
Travel, bidder to quote only not to exceed amount	
Subtotal:	

GRAND TOTAL (excluding sales tax): \$ _____

No payment will be made in advance of product delivery or work performed.

Future Prices/Discounts

All prices for future purchases of products listed herein or comparable product, MUST be provided at a discount off list price that is the same as (or better than) the vendor's selected proposal and pricing MUST be fixed for a period of four years. Confirm your discount on the Price Sheet below.

PRODUCT	DISCOUNT	EFFECTIVE PERIOD FOR FUTURE DISCOUNTS (FOR EXAMPLE: 5 YEARS)

7. GENERAL INFORMATION/TERMS AND CONDITIONS

7.1 ISSUING OFFICE

This RFP is issued by the **UNIVERSITY** of California, Davis, Purchasing Department.

7.2 PURPOSE

This RFP provides prospective **BIDDERS** with sufficient information to enable them to prepare and submit a proposal.

In this RFP, the term "**UNIVERSITY**" or "UC Davis" shall be understood to mean "**UNIVERSITY** of California, Davis". The term "**BIDDER**", "Vendor and/or "Contractor", as used herein, shall be understood to mean the individual, company, corporation or firm whose product is selected for purchase after successfully bidding in response to this RFP. Until a purchase is recommended and approved, the term shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP. The term "response," as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instructions and specifications stated herein with exceptions clearly stated.

7.3 SCOPE

This RFP contains the instructions governing the proposals to be submitted and the material to be included therein. Mandatory requirements within must be met to be eligible for consideration.

PROJECTED SCHEDULE OF ACTIVITIES

- RFP mailed to prospective **BIDDERS**, **December 5, 2008**.
- Last day to submit questions: **December 12, 2008**
- RFP response submission deadline: **January 9, 2009, 3:00 p.m. PST**.
- Evaluations completed and purchase recommendation made **February 12, 2009 (estimated.)**

INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF BIDDERS

The **UNIVERSITY** is hereby contacting prospective **BIDDERS** who have an interest or are known to do business relevant to this RFP. All interested individuals/firms who were not contacted are invited to submit a proposal in accordance with the policies, procedures and dates as set forth herein. In the event of "no bid," please sign bid, indicating, "no bid" and return.

7.3a PRODUCT DEMONSTRATION

The University may require bidder to provide a live demonstration of its proposed solution on site at a University specified location.

Demonstrations may occur over the course of several days. The bidder should propose options for carrying out such a demonstration. The bidder should detail its space and equipment requirements that would need to be fulfilled by the University.

The demonstration shall enable the University to observe any or all end-user and system administrator functions that are proposed in the bidder's response to the RFP. Bidders should be prepared to use the data within the RFP document as well as respond to ad hoc requests to demonstrate system functions.

The demonstration should be performed on the current production version of the system. The demonstration system should not contain any product source code customization; unless this customization has been described in the RFP response and any associated costs have been detailed in the proposal.

7.4 INQUIRIES

Prospective **BIDDERS** may make written inquiries by e-mail concerning this RFP to obtain clarification of requirements. Inquiries must be directed to the UC Davis Purchasing department as indicated below.

Inquiries must be directed (via e-mail) to:

Alex Martin
Buyer Supervisor
University of California, Davis
Materiel Management
Purchasing Department
E-mail: aamartin@ucdavis.edu

7.5 ADDENDUM OR SUPPLEMENT TO RFP

The **UNIVERSITY** may modify the RFP prior to the date set for its receipt of proposal, by issuance of amendments, sent by facsimile, overnight courier or certified mail with return receipt requested to all vendors who receive a copy of this RFP from the **UNIVERSITY**. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP.

Any vendor who fails to receive such amendments shall not be relieved of any obligation under this proposal as submitted.

No oral or written statements made by **UNIVERSITY** personnel shall be considered an amendment to this RFP unless the statements are contained in a written document identified as a written amendment to this RFP.

7.6 PROPOSAL SUBMISSION/REQUIRED SUBMITTALS

The **BIDDER** shall include a complete project management plan including deliverables, implementation approach, and testing/validation procedure. .

The **BIDDER** is required to submit **one signed paper original (original in paper and CD version, signature on CD not necessary)** and **Nine (9) copies (in paper and CD version)** of the full response to this RFP. The "official copy" containing the required original signatures shall be identified by a sealed envelope marked and addressed as required. The remaining copies

may be boxed for convenience. Each copy must include a complete request for proposal and any other required information for **UNIVERSITY** evaluation.

- The proposal package must be received on or before **January 9, 2009, 3:00 p.m. PST**, at the address given below:

Mailing and Express Package Address:

Alex Martin
Buyer Supervisor
University of California, Davis
Materiel Management
Purchasing Department
202 Cousteau Place, Suite 205
Davis, CA 95618-7761
RFP # 01-012850403AM Re-Bid

Proposals received after the RFP closing date and time indicated shall stand rejected unless the delay is due to negligence of the **UNIVERSITY**. It is the **BIDDER'S** sole responsibility to assure that its proposal is received on or before the RFP closing date.

A **BIDDER** may withdraw its proposal anytime prior to the fixed deadline for receipt of proposals (closing date), by submitting to the **UNIVERSITY** contact, Alex Martin, a written notification of its withdrawal, signed by the vendor or its authorized agent. The vendor may thereafter submit a new or modified proposal prior to such date and time set for receipt of proposal.

The **UNIVERSITY** reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the **UNIVERSITY** to do so.

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself and the indication of enclosed proprietary information clearly marked on the outside of the sealed proposal package. Proprietary information submitted in response to this Request for Proposal will be handled in accordance with applicable State of California procurement regulations.

7.7 NEWS RELEASES

BIDDERS may not distribute any announcement or news release regarding this project without written approval by the **UNIVERSITY** of California, Davis. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the **UNIVERSITY** for review and distribution unless otherwise directed by a **UNIVERSITY** technical representative.

No form of the **UNIVERSITY'S** name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by vendor unless the **UNIVERSITY'S** express written permission for such use has been obtained in advance.

7.8 RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the **UNIVERSITY** and will only be returned to the **BIDDER** at the **UNIVERSITY'S** option.

7.9 INCURRING COSTS

The **UNIVERSITY** is not liable for any cost incurred by **BIDDERS** prior to issuance of an agreement, contract or purchase order.

7.10 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful **BIDDER** will become contractual obligations of the **BIDDER** if the **UNIVERSITY** takes acquisition action in reliance thereon. Failure of the successful **BIDDER** to accept these obligations in a purchase agreement, purchase order, delivery order or similar acquisition contract may result in cancellation of the award and such **BIDDER** may be removed from future solicitations. The **UNIVERSITY** may, at its option, enter into negotiations with the successful **BIDDER**, but neither party shall have any contractual obligations unless or until a written contract is signed by both parties or the **UNIVERSITY** takes acquisition action in reliance upon the **BIDDER'S** response. Under these conditions, the **UNIVERSITY** reserves the right to enter into negotiations with the next ranking **BIDDER** on the same terms and conditions as set forth herein. The **UNIVERSITY** reserves the right to reject all proposals received in response to this request for any reason or for no reason.

7.11 OFFER/ACCEPTANCE PERIOD

The **UNIVERSITY** intends to make a bid selection for contract negotiation within the period indicated in the Schedule of Activities. Proposals in the possession of the **UNIVERSITY** at the closing time for receipt of proposals are considered final and will be held as an irrevocable offer for one hundred eighty (180) days from that date.

7.12 ADDITIONAL DATA

The **BIDDER** must submit any additional information or data not requested in this RFP which the **BIDDER** believes it must be considered in the evaluation of a response.

7.13 BASIS OF AWARD

Proposals meeting pre-qualification criteria and all mandatory (Must) requirements will be evaluated and awarded points based on the specifications and requirements listed in this RFP. Final award will be based on the lowest cost per quality point. To determine the lowest cost per quality point, each **BIDDER'S** proposed cost of the project shall be divided by the total quality points awarded to that particular **BIDDER'S** proposal as described above. To determine the total quality points, an average will be taken of the total points awarded by individual **UNIVERSITY** committee evaluators (where vendors use different pricing model or bid for separate sections of the RFP, the **UNIVERSITY** will make every effort to arrive at a "cost per unit/service," to ensure a level comparison). The resulting average of quality points will be divided into the total cost to determine the cost per quality point.

The University will review all submittals and if the University determines it necessary, select one or more of the top finalists to make oral presentations to a University-selected committee. Proposals selected for oral presentations/vendor demonstration will receive additional quality points based on the committee's evaluation.

The **BIDDER** whose proposal has the lowest cost-per-quality point score will be awarded the opportunity to engage in final negotiations on the provisions of the Agreement. If, however, the **UNIVERSITY** and the **BIDDER** with the lowest cost-per-quality point score are unable to reach agreement the **UNIVERSITY** reserves the right to cease negotiations with that **BIDDER** and either award the **BIDDER** with the next lowest quality point score the opportunity to negotiate or reject all proposals. If the parties are unable to reach agreement, the **UNIVERSITY** reserves the right to cease negotiations with the second **BIDDER** and either award the **BIDDER** with the third lowest quality point score the opportunity to negotiate, or reject all proposals, and so on until either agreement on the provisions of the Agreement are reached or the **UNIVERSITY** rejects all proposals.

Responses that are incomplete in that there has been a failure to respond to all of the requested areas and **BIDDERS** not meeting prequalification standards shall be disqualified. The **UNIVERSITY** reserves the right to set the criteria for and make the determination independently in each case.

The **UNIVERSITY** reserves the right to accept, reject or waive any irregularities in any bid proposal. The **UNIVERSITY** reserves the right to recommend the purchase of a **BIDDER'S** product after reviewing, evaluating and comparing all bid proposals and negotiating an agreement pursuant to the evaluation criteria indicated in this RFP.

If funds are not available to the **UNIVERSITY**, this award will either be postponed or cancelled.

The **UNIVERSITY** reserves the right to select partial solutions from the vendor's offering.

7.14 BIDDER SELECTION

The selection of a successful **BIDDER** through this RFP is not intended to be exclusionary. The **UNIVERSITY** has made every reasonable attempt to ensure that all **BIDDERS** capable of supplying that which is listed in this RFP have received a copy of the RFP. However, if any **BIDDER** feels they have been overlooked, they must contact the Purchasing Department, University of California at Davis, to receive a copy of the RFP.

7.15 F.O.B. POINT

All prices bid shall be F.O.B. University of California, Davis, California, freight included, and shall include performance to the satisfaction of the specifications listed in this proposal and to the satisfaction of the evaluation committee.

7.16 SPECIFICATION REQUIREMENT

All proposals must meet or exceed the specifications provided herein. Evaluation of the extent to which proposals meet specifications will be performed **SOLELY** and determined **SOLELY** by the University of California, Davis, in concurrence with the University of California, Davis, Purchasing Department.

7.17 FORMAT OF RFP RESPONSE

Proposals must be submitted in the same format as the RFP, inclusive of all sections and appendices. **BIDDERS** are required to identify each section of the RFP and respond accordingly. The proposal shall be prepared in a straightforward and concise manner,

identifying clearly and succinctly any and all deviations and enhancements. Emphasis should be placed on the conformance to the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content. The Proposal should include a Table of Contents that gives page numbers and should be in sufficient detail to facilitate easy reference to all requested information.

The Proposal shall be signed by an individual who is authorized to bind the vendor contractually and shall show the name of the company and the RFP identification number **01-012850403AM Re-Bid**. The signature should be presented at the beginning of the proposal. The name and title of the individual signing the form should be typed immediately below the signature. An unsigned proposal shall be rejected.

7.18 RFP DISTRIBUTION

The **UNIVERSITY** is the agency authorized to distribute Proposals. Distribution of Proposals to parties other than those specifically designated by the **UNIVERSITY** is not authorized. Failure to observe this guideline may result in vendor disqualification.

7.19 DISCLOSURE OF INFORMATION

All information and material submitted to the **UNIVERSITY** in response to this RFP may be reproduced by the **UNIVERSITY** for the purpose of providing copies to authorized **UNIVERSITY** personnel involved in the evaluation of the proposals but shall be exempt from public inspection under the California Public Records Act until such time as an Agreement is executed. Once an Agreement is executed, the California Public Records Acts limits the **UNIVERSITY'S** ability to withhold data or trade secrets, as defined by statute. If a vendor's proposals contain any such trade secrets that the vendor does not want disclosed to the public, subsequent to the execution of the agreement, each sheet of such information must be marked by the vendor as a "trade secret." If, after the agreement is executed, a third party requests a copy of any vendor's proposal and such documents contain material marked "trade secret," the **UNIVERSITY** shall withhold that information if it meets the statutory definition of trade secret and the vendor agrees to defend, indemnify and hold harmless the **UNIVERSITY** in any subsequent legal action based on its withholding.

This **UNIVERSITY** shall have the right to use and disclose information marked as a "trade secret" under the following conditions:

1. Such information was already in possession of the **UNIVERSITY**.
2. Such information has entered the public domain other than by the **UNIVERSITY'S** breach of any agreement to keep it confidential.
3. Such information is obtained lawfully from a third party.
4. Such information has been provided to a third party without confidentiality obligations.

7.20 VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT) FOR SOFTWARE

"The University of California is committed to making academic and administrative tasks accessible to individuals with disabilities in compliance with applicable law. IT vendors submitting proposals to this RFP must include a response to applicable sections of the

[Voluntary Product Accessibility Template \(VPAT\)](#), particularly sections **1194.21** - Software Applications and Operating Systems; **1194.22** - Web-based Internet Information and Applications; **1194.31** - Functional Performance Criteria; and **1194.41** - Information, Documentation and Support [*or other applicable sections*], in order to describe product compliance with Section 508 of the Rehabilitation Act. Disclosure of noncompliance as well as the timeframe for compliance should be included in the Remarks and Explanations column. [Information about the VPAT](#) is available on the Information Technology Industry Council's Web site. UC reserves the right to perform real-world testing of a vendor's product or service to validate vendor claims regarding Section 508 compliance. Information about the University's [electronic accessibility initiative](#) is available on the Web."

7.21 ADDITIONAL TERMS AND CONDITIONS

Appendices: The **UNIVERSITY** of California standard purchase order terms and conditions Appendix A, and Appendix DS, as attached, apply to any resulting contract.

Project Timelines: The **BIDDER** shall complete all work specified herein, and follow a negotiated Project Time schedule, including the submission of documentation. Failure to complete the mutually negotiated milestones and documentation on time will result in default by the **BIDDER**.

Software/Hardware: The **BIDDER** will ensure software/hardware compatibility for all software, databases and computer hardware equipment necessary for operation of the system.

Warranty: The **BIDDER** warrants that for one year from the date of final acceptance of entire software system as described herein, the software shall meet all the specifications set forth herein and in operational manuals current as of the date of delivery and final acceptance and will be free of defects. In the event of the **BIDDER'S** breach of its warranty hereunder the **UNIVERSITY** shall have the option to repair or replace the software and the **BIDDER** will be liable for excess costs over and above the amount of this purchase order.

Insurance: To facilitate timely award of this order, insurance requirements as outlined in the attached, Appendix A must accompany your quote or be in force and on file in the **UNIVERSITY** Purchasing Department as a result of a previous order. All of the required policies shall name the Regents of the **UNIVERSITY** of California as an additional insured, shall be in a form as issued by an insurer approved by the **UNIVERSITY**, and shall contain an endorsement requiring not less than thirty days written notice to the **UNIVERSITY** prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished the **UNIVERSITY** at least ten days prior to the expiration of the term of policy. Failure to comply with this requirement may result in cancellation of any order resulting from this request for proposal.

Termination: The **UNIVERSITY** retains the right to cancel any resulting order at any time, for convenience, without penalty to the **UNIVERSITY**.

Assignment: This agreement shall not be assigned by either party without the prior written consent of the other party.

Funding: The award of this RFP is contingent upon funding availability.

Advanced Payment: **No payment will be made in advance of product delivery or work performed.**

Audit: Any order resulting from this Request for Proposal shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after 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 cost of administering the contract.

Independent Contractor: It is understood and agreed by the **UNIVERSITY** and **BIDDER** that in the performance of this agreement, the **BIDDER** shall be and act as an independent contractor and not as the agent or employee of the **UNIVERSITY**. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the **UNIVERSITY** and the **BIDDER**. The **BIDDER** is not an employee of the **UNIVERSITY** and is not entitled to the benefits provided by the **UNIVERSITY** to its employees, including, but not limited to, group insurance, pension plans, workers' compensation or unemployment insurance.

The **BIDDER** shall be solely responsible for the conduct and control of the work to be performed by the **BIDDER** under this Agreement. The **BIDDER'S** services for the **UNIVERSITY** shall be performed in accordance with currently approved methods and ethical standards applicable to the **BIDDER'S** professional capacity.

Subcontracting: **BIDDER** (Contractor) has prime contract responsibility; subcontractors may be used, but the prime Contractor must accept full responsibility for subcontractors' performance. All subcontractors and the type of contractual arrangement must be identified by the Contractor. The prime Contractor shall be responsible for meeting all terms and conditions of this agreement. In addition, the prime Contractor shall insure all subcontractors obtain, keep in force, and maintain insurance coverage as specified by the University for all work performed under this order. The University reserves the right to approve/disapprove all subcontractors.

In the event that University determines that an employee of **BIDDER** or a subcontractor hired by **BIDDER** is unqualified, unruly, or in any way in endangering the project, **BIDDER** shall remove employee/subcontractor at the request of the University. This provision shall apply to all **BIDDER** personnel. **BIDDER** shall pay to each employee and subcontractor 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.

Record Retention: Contractor, and any subcontractors performing work hereunder, shall maintain accounts, records, documents and other evidence ("Records") detailing all elements of their proposal costs and supporting all charges made by them under any contract resulting from this request for proposal. These records shall be retained by Contractor and subcontractor for a period of three (3) years from the date of the expiration of any resulting contract. The system of accounts employed by the Contractor and the subcontractors hereunder shall be satisfactory to the University, shall be in accordance with generally accepted accounting principles consistently applied, and shall be subject to inspection and audit by University and any of its duly authorized representatives at all reasonable times and places.

Expenses: **BIDDERS** shall furnish all personnel, travel, accommodations, facilities, equipment and other supplies and material which may be required to perform the work outlined within this agreement, with the exception of items specified in the RFP. **BIDDERS** are required to provide

qualified personnel and maintain the skill and experience levels of personnel throughout the contract. It is expected that the personnel specified in the proposal will perform the task for which they are proposed. In the event that the **BIDDER'S** personnel vacancies occur, the **BIDDER** must provide replacement personnel with skills and experience equivalent to those specified in the **BIDDER'S** Proposal. The **BIDDER** must notify the **UNIVERSITY** and Planning and Budget Office of personnel vacancies and provide resumes of replacement staff as support for the **BIDDER'S** compliance with this provision.

Force Majeure: In the event any party is unable to meet its obligation hereunder as a result of an act of God or of the public enemy, war, insurrection, fires, floods, epidemics, quarantine restrictions, strike, lockouts, other labor disputes or any other causes beyond the control of the party affected, its obligation hereunder shall be excused and suspended for the duration of the same.

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.

Employer Identification Number: 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.

Exclusion: Vendor/Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Campus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This purchase order shall be subject to immediate termination in the event that Vendor/Contractor is excluded from participation in any federal healthcare or procurement program.

7.22 FINAL ACCEPTANCE

The **BIDDER** may be required to submit written progress reports, at the time of invoicing, indicating items completed, items not completed, and any anticipated issues that have surfaced. Failure to provide these progress reports will delay payment of invoices. The **BIDDER** shall include in the reports recommendations and alternate courses of action for the solution of project problems and delays.

The **UNIVERSITY** will agree to final acceptance on any system only after the supplied software, equipment, or product is tested and found to perform within acceptable standards of operation, in compliance with all published and implied performance specifications, and is considered by the **UNIVERSITY** to be ready for practical application. Burden of proof regarding disputes as to accuracy of invoices shall fall upon the **BIDDER**. The **UNIVERSITY** shall not unreasonably withhold relevant materials and records necessary to resolve such disputes.

7.23 LATE INTEREST CHARGES

Payments for **UNIVERSITY** purchases for services for any future Agreement shall not be subject to any late or interest charges.

7.24 ETHICS

BIDDER shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the **UNIVERSITY**.

Throughout the term of any subsequent Agreement, **BIDDER** shall not accept any employment or engage in any work, which creates a conflict of interest with the **UNIVERSITY** or in any way compromises the work to be performed under this RFP or subsequent Agreement. **BIDDER** and / or its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to **UNIVERSITY** employees, their families, other **BIDDERS**, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the **UNIVERSITY'S** interest or for personal gain. **BIDDER** shall immediately notify the **UNIVERSITY** of any and all such violations of this clause upon becoming aware of such violations.

7.25 PARKING

No free parking facilities shall be provided by the **UNIVERSITY** for **BIDDER'S** personnel vehicles / employees. **UNIVERSITY** may require vehicles parked on **UNIVERSITY** property to be registered and be subject to the fees established by the Campus. Following any Agreement award, instructions and recommendations for parking will be provided to the **BIDDER** by each campus.

7.26 ENVIRONMENTAL SUSTAINABILITY

Vendor shall strive to comply with the "University of California's Policy Guidelines For Sustainability" both in conducting business with the University and in managing its own internal systems and procedures. This policy can be viewed at http://www.ucop.edu/purchserv/rfp/sas/attach_d.pdf

Vendor shall strive for all correspondence and information presented in hard copy to be printed double-sided on 30% or higher Post-Consumer Waste (PCW) recycled paper.

Vendor shall strive to utilize environmentally responsible packaging and recycling practices that include, but are not limited to:

- * Products that are packed and shipped are to have packing and packaging which is environmentally sensitive.
- * Stuffing (e.g., "paper filler", etc.) is to be biodegradable.
- * INSTAPAK should not be used.
- * Wrapping, boxing and crating are to be minimized.
- * Recycled content and biodegradable materials are to be utilized.
- * Large shipments (pallets/skids, etc.) are to be shrink-wrapped.
- * Pallets need to be of standard size with 4-way entry and should be reusable

Vendor shall strive to work with Original Equipment Manufacturers (OEM's), suppliers, etc. so that direct ship and pass through shipments are packaged with the same consideration.

Product shall be protected in such a way to avoid any shipping and handling damage while in-transit. Vendor shall strive to minimize the adverse effects of packaging on the environment.

Vendor shall strive to provide applicable environmentally preferable options which may include:

- * Products with Energy Star, EPA, Forest Stewardship Council (FSC), Green Seal, Greenguard, EPEAT or equivalent certification standards with supporting documentation.
- * Reusable, refurbished or remanufactured options where feasible.
- * Minimal cadmium, lead, mercury and VOC product content options.
- * Products with recycled content
- * CFC free products.

7.27 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.

Date

Authorized Signature

Company Name

Address

City/State/Zip Code

Print Name of Signatory

Telephone Number with Area Code

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Fax Number with Area Code

Email Address

Web page Address

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. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change 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 shall 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 subsuppliers 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 materialmen, 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', materialmen'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

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

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

Each Occurrence	\$ <u>1,000,000.00</u>
Products/Completed Operations Aggregate	\$ <u>2,000,000.00</u>
Personal and Advertising Injury	\$ <u>1,000,000.00</u>
General Aggregate (Not applicable to the Comprehensive Form)	\$ 2,000,000.00

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

(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 to be 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.

UNIVERSITY OF CALIFORNIA
Appendix – DS

Additional Terms and Conditions – Data Security

ARTICLE 1 – ACKNOWLEDGMENT OF ACCESS TO INFORMATION CHARACTERIZED AS COVERED DATA

Contractor acknowledges that its contract/purchase order with The Regents of the University of California (“Agreement”) may allow the Contractor access to confidential University information including, but not limited to, personal information, student records, health care information, or financial information notwithstanding the manner in which or from whom it is received by Contractor (“Covered Data”) which is subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article 1, Section 1. Contractor further acknowledges the applicability to this Agreement of Federal privacy laws such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, University policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this appendix in all subcontractor or agency contracts providing services under this Agreement.

ARTICLE 2 – APPLICABLE LAWS AND UNIVERSITY POLICIES

Contractor agrees to abide by the University’s Electronic Communications Policy and Business and Finance Bulletin IS-3, Electronic Information Security, which can be viewed at (<http://www.ucop.edu/ucophome/policies/ec/>), and (<http://www.ucop.edu/ucophome/policies/bfb/bfbis.html>). Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

ARTICLE 3 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF COVERED DATA AND INFORMATION

Contractor agrees to hold Covered Data received from or created on behalf of University in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by University. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify University in writing prior to any such disclosure in order to give University an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the University.

ARTICLE 4 – SAFEGUARD STANDARD

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

ARTICLE 5 – RETURN OR DESTRUCTION OF COVERED DATA AND INFORMATION

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to University unless University requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to University that such return or destruction has been completed.

ARTICLE 6 – REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Contractor shall report, either orally or in writing, to University any use or disclosure of Covered Data not authorized by this Agreement or in writing by University, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to University immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure.

Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the University Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University.

ARTICLE 7 – EXAMINATION OF RECORDS

University and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) 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 Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

ARTICLE 8 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to University at no cost to University to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against University, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

ARTICLE 9 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 10 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 11 – INDEMNITY

Contractor shall indemnify, defend and hold University harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including University's costs and attorney fees, which arise as a result of Contractor's negligent acts or omissions or willful misconduct.

ARTICLE 12 – SURVIVAL

The terms and conditions set forth in this Appendix shall survive termination of the Agreement between the parties.