REQUEST FOR QUOTATION

UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM
REQUEST FOR PROPOSAL

JANITORIAL LAUNDRY SERVICES

RFP # 14-519712-OB
DATE RELEASED: 11/6/2015

DUE DATE: 12/9/2015, 12PM PST

The Web address for downloading this document and any updates or addendum until the submittal due date is:
Http://www.ucdmc.ucdavis.edu/supplychain

Buyer Contact: Otis Baker
Tel. # 916-734-2122
Fax # 916-734-7791
E-mail: olbaker@ucdavis.edu

PROPOSAL FOR: Janitorial Laundry Services - Main Hospital & Ambulatory Care Center

Return Response to:

(In person, by courier or U.S. Mail)
RFP # 14-519712-OB
Purchasing Department
University of California, Davis Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Attn: Otis Baker
FAXED QUOTATIONS WILL NOT BE ACCEPTED.

**TABLE OF CONTENTS**

**SECTION 1.0**
INTRODUCTION

1.1 UNIVERSITY OF CALIFORNIA DAVIS HEALTH SYSTEM

**SECTION 2.0**
GENERAL INFORMATION

2.1 ISSUING OFFICE
2.2 PURPOSE
2.3 SCOPE
2.4 PROJECTED SCHEDULE OF ACTIVITIES
2.5 INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF BIDDERS
2.6 INQUIRIES
2.7 ADDENDUM OR SUPPLEMENT TO RFQ
2.8 QUOTE SUBMISSION
2.9 NEWS RELEASES
2.10 RESPONSE MATERIAL OWNERSHIP
2.11 INCURRING COSTS
2.12 ACCEPTANCE OF QUOTE CONTENT
2.13 ACCEPTANCE TIME
2.14 ADDITIONAL DATA
2.15 BASIS OF AWARD
2.16 BIDDER SELECTION
2.17 SPECIFICATION REQUIREMENT
2.18 RFQ DISTRIBUTION
2.19 DISCLOSURE OF INFORMATION
2.20 BIDDER PREQUALIFICATION CRITERIA
2.21 REFERENCES
2.22 TERMS AND CONDITIONS
2.23 PAYMENT TERMS
2.24 LATE INTEREST CHARGES
2.25 ETHICS
2.26 PARKING
2.27 PENALTY FOR COLLUSION
2.28 CERTIFICATION/SIGNATURE

**SECTION 3.0**
ATTACHMENTS

ATTACHMENT #1 - UNIVERSITY OF CALIFORNIA, TERMS AND CONDITIONS OF PURCHASE
ATTACHMENT #2 – PRODUCT LISTING
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.

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.

SECTION 1.0 SPECIFICATIONS

1.1 INTRODUCTION

The UC Davis Health System (UCDHS) provides an organizational framework that enables UC Davis to fulfill its teaching, research, patient-care and public service missions. UCDHS delivers primary, secondary and tertiary care throughout inland Northern California; and, from both a medical and a financial standpoint, UCDHS has a wide-ranging impact on the Sacramento area and the region. UCDHS consists of the School of Medicine (UCDSOM), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group, the UC Davis School of Nursing, and several specific centers such as the UC Davis Cancer Center, the UC Davis Children’s Hospital and the UC Davis M.I.N.D. Institute. Together they deliver primary, secondary and tertiary care throughout inland Northern California. The UC Davis Medical Group, the health system’s physician network, includes over 500 physicians and 150 areas of medical specialty geographically dispersed in 25 locations.

UC Davis Medical Center (UCDMC) is located on 140 acres in central Sacramento, just three miles from the State Capitol, and was established in 1973 by the Regents of the University of California. It is inland Northern California’s only academic medical center and Level I trauma center. It includes a 530-bed, fully accredited hospital that serves as the main clinical educational site for the UCDSOM and is the main tertiary care referral center for a 33-county area of more than six million residents. Each year, UCDMC admits more than 30,000 patients, while its emergency room and 100-plus specialty and primary care clinics log more than 800,000 outpatient visits.
As one of the five hospitals owned and governed by the Regents of the University of California, UCDMC’s organization differs from that of a non-university hospital. Ultimate authority over the Medical Center is vested in the University of California, Board of Regents who are appointed by the Governor of California in accordance with State Law. As part of the University of California Davis, the Medical Center is under the authority of the UCD Chancellor’s office.

SECTION 2.0

GENERAL INFORMATION

2.1 ISSUING OFFICE

This RFQ is issued by the University of California, Davis Health System Purchasing Department.

2.2 PURPOSE

To obtain detailed written Proposals from Bidders to evaluate the bidders experience and capabilities in successfully delivering the product and services described herein.

To solicit proposals in a standard format that will enable UCDHS to compare and evaluate Bidders, make an award based on the selection criteria specified herein and obtain a solution that will best meet the University of California, Davis, Health System’s program objectives.

Objectives are as follows:

a. Source a supplier that will provide excellent customer care and service for a rental program or NOG program.
b. Align with a company that can handle UCDHS laundry needs using a wash and handling process that comply with CDC guidelines.
c. Align with a company that can provide product Information and durable Mops and towels.
d. Align with a company that can meet and maintain quality assurance expectations.
e. Align with a company that values environmental sustainability.
f. Align with a company that has the technical and consultative expertise to streamline processes and reduce cost.
g. Align with a company that can utilize e-commerce to increase purchasing efficiencies.
h. Align with a company that has comprehensive web capabilities.
i. Align with a company that has flexibility and detailed level invoicing and reporting.

Definitions

In this RFP, the term "University" or "UCDHS" shall be understood to mean "University of California, Davis Health System." The term "Bidder," “Vendor and/or “Contractor,” as used herein shall be understood to mean the individual, company, corporation or firm whose product and/or service 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.
2.3  **SCOPE**

The University of California, Davis Health System (UCDHS) is currently seeking proposals for Janitorial Laundry Services of UCDHS owned supplies or rental, such as 1) micro-fiber mops, 2) string mops, 3) dust mops, 4) rags, and 5) bonnet pads, which will be used for our main hospital and our Ambulatory Care Center (ACC) in Sacramento CA.

The vendor must present a program to show the ability to maintain a consistent clean inventory of all items needed for UCDHS to perform janitorial duties. These items include, but are not limited to micro-fiber mops, string mops; dust mops, microfiber towels, bar rags; bonnet pads and lockable delivery carts are required.

The vendor must present a program to show the ability to process clean and soiled linen, which will be used throughout the facility.

The vendor must present a program to show the ability to provide in-service training to UCDHS staff.

If selected, your company and staff will be responsible for the following:

**MAIN HOSPITAL**

7 Days a week pick-up and delivery service (Main Hospital) before 6:00am

Mops and Rags must be counted and bagged (20/bag) and divided up into 3 separate bins/carts, one bin per shift (Day shift, Evening shift & Night shift).

Daily physical count of clean mops/rags delivered to UCDHS must be completed
Daily physical count of soiled mops/rags picked-up from UCDHS must be completed

UCDHS staff will conduct a physical validation count of clean and soiled mops/rags at each facility.

**AMBULATORY CARE CENTER**

5 days a week delivery service (ACC) before 2:30pm

Mops and Rags must be counted and bagged (20/bag)

Daily physical count of clean mops/rags delivered to UCDHS must be completed
Daily physical count of soiled mops/rags picked-up from UCDHS must be completed

UCDHS staff will conduct a physical validation count of clean and soiled mops/rags at each facility

**NOTE:**

Vendor must invoice per itemized piece count and all invoices must be submitted monthly. An itemized listing of each commodity must accompany each pick-up and delivery of supplies. UCDHS will supply the itemized listing of each commodity being pick-up, and vendor to provide an itemized listing of each commodity delivered. Any discrepancy in the count must be noted immediately and brought to the attention of UCDHS EVS manager.

Since this is a medical environment, contracted laundry staff will need to know about safe practices around hazardous items or environments. Laundry staff will also need to know HIPPA compliance and sign a statement acknowledging their awareness of HIPPA Compliance and their responsibilities to our patients. For security or safety reasons, your staff maybe required to provide proof of identity before being assigned to our facility.
2.4 PROJECTED SCHEDULE OF ACTIVITIES

1. RFP posted on UCDHS Web address 11/5/2015
2. RFP mailed to prospective bidders 11/9/2015
3. RFP MANDATORY PRE-BID INTERVIEW MEETING 11/19/2015, 1-3 p.m. PST
4. RFP response submission deadline 12/9/2015, 12:00 p.m. PST
5. Evaluations completed and purchase recommendation made 12/28/2015 (estimated)

RFP MANDATORY PRE-BID INTERVIEW MEETING 11/19/2015, 1-3 p.m. PST
Location: University of California, Davis Health System
Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

2.5 INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF BIDDERS

UCDHS 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 quotation 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.

2.6 INQUIRIES

Prospective Bidders may make written inquiries by e-mail concerning this RFP to obtain clarification of contractual requirements. Inquiries must be directed to:

Otis Baker
Buyer
University of California, Davis Health System
Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
(916)-734-2122
E-mail: olbaker@ucdavis.edu

2.7 ADDENDUM OR SUPPLEMENT TO RFP

UCDHS may modify the RFP prior to the date set for its receipt of quotation, by issuance of amendments, sent by facsimile, worldwide-web posting, overnight courier or certified mail with return receipt requested to all vendors who receive a copy of this RFP from UCDHS. Amendments will be clearly marked as such and only issued by the University of California, Davis Health System Purchasing Office, signed by Connie Stewart. 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 quotation as submitted.

No oral or written statements made by UCDHS 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.
2.8 QUOTATION SUBMISSION

The Bidder is required to submit one signed original and 2 copies of the 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 form and any other required information for University evaluation.

The quotation package must be received on or before 12/9/2015, 12:00 p.m. PST, at the address given below:

(In person, by courier or U.S. Mail)
Otis Baker
RFP # 14-519712-OB
University of California, Davis Medical Center
Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

Proposals received after the RFP closing date shall stand rejected and returned unless the delay is due to negligence of the University. It is the Bidder’s sole responsibility to assure that its quotation is received on or before the RFP closing date. Telegraphic, e-mail, facsimile and oral quotations shall not be accepted.

A Bidder may withdraw its proposal any time prior to the fixed deadline for receipt of proposal, 12/9/2015, 12:00 p.m. PST (closing date), by submitting to the University contact, Otis Baker, 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.

Proposal 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 twenty (120) days from that date.

The University reserves the right to reject any and all proposals.

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.

2.9 NEWS RELEASES

Any information, photographs, plans, drawings or news releases pertaining to this procurement or any part of the subject shall not be released without prior written approval of the University of California, Davis Health System Purchasing Department.

2.10 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.

2.11 INCURRING COSTS

The University is not liable for any cost incurred by Bidders prior to issuance of an agreement, contract or purchase order.
2.12 ACCEPTANCE OF QUOTATION 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 to unless or until a written contract is signed by both parties and 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.

2.13 ACCEPTANCE TIME

The University intends to make a bid selection for contract negotiation within the period indicated within this document.

2.14 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.

2.15 BASIS OF AWARD

Award shall be made to the Bidder quoting the overall lowest cost and overall superior program, provided such Bidder is responsible and meets all the specifications and other minimum requirements set forth in this bid document. UCDHS reserves the right to award as an entire project and not award items individually to multiple vendors.

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 reserves the right to award an opportunity to negotiate a Contract after reviewing, evaluating, and comparing all responses pursuant to the following criteria:

- **Qualifications and Experience** - Qualifications of company as evidenced by the bid submittals, quality, performance, including demonstrated experience by including at least 3 references.
- **Responsiveness** - Bidder’s demonstrated understanding of service and responsiveness as demonstrated by submitting all information designated and required with this RFP.
- **Invoice Discounts** – Invoice prompt payment discounts will be considered if offered for a period of thirty (30) days or more.
- **Acceptance** - Of all University of California terms and conditions.

2.16 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, must contact the University of California Davis Health System Purchasing Department, to receive a copy of the RFP.
2.17 SPECIFICATION REQUIREMENT

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

2.18 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.

2.19 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 proposal 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 quotation 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 if confidential.
3. Such information is obtained lawfully from a third party.
4. Such information has been provided to a third party without confidentiality obligations.

2.20 BIDDER PRE-QUALIFYING CRITERIA

Bidders must present evidence of their ability to perform prior to the awarding of contracts by the University. This must be done by addressing the items listed below with specific customer references. To have a proposal considered, Bidder’s must be well qualified in the following categories:

1. Ability to provide services as defined in the specifications and scope of services in this RFP.

2. Demonstrated track record providing similar services, to be evaluated from comments of Bidder references, (3 references required).
2.21 REFERENCES

The University requires at least 3 references, from institutions of comparable size and complexity to the University of California, Davis Health System. For each reference please state contact names and telephone numbers.

2.22 TERMS AND CONDITIONS

The University of California Standard Purchase Order Terms and Conditions, as attached, applies to any resulting contract.

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.

To facilitate timely award of this order, insurance requirements as outlined in the attached UC terms and conditions, Article 17 (Insurance) are to be supplied to the University before delivery of any equipment 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 quotation.

The University retains the right to cancel order at any time, resulting from this RFP, for convenience without penalty to the University.

Either party shall not assign this agreement without the prior written consent of the other party.

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.

The seller warrants and represents that the equipment, when delivered, shall conform to applicable safety standards and, where applicable, requirements of the California Occupational Safety and Health Act. All electrical equipment used in servicing this contract shall conform to the California Administrative Code, Title 8, Electrical Safety Orders, Article 11, Section 2395-Grounding.

Successful bidder 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: Successful bidder 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, etc. Statements should be mailed to the University of California, Davis, One Shields Avenue, Purchasing Department, Davis, California 95616-8690, Attention: Director, Materiel Management.

The Bidder shall fully indemnify, defend, and hold harmless the Regents of the University of California from and against any and all claim, action, and liability for injury, death, and property damage, arising out of dispensing or use of any of the vendor’s product provided under authorized University orders. In addition to the liability imposed by law on the Bidder for damage or injury (including death) to persons or property by reason of the negligence, willful or otherwise affected hereby, the Bidder hereby assumes liability for and agrees to hold the damage or injury (including death) to persons or property suffered or claimed to have been suffered.
through any act or omission of the vendor. The University agrees to provide the vendor with prompt notice of any such claims and to permit the vendor to defend any claim or suit, and that it will cooperate fully in such defense.

The award of this RFP is contingent upon funding availability.

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.

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.

The Bidder has prime contract responsibility; subcontractors may be used, but the prime contractor must accept full responsibility for the subcontractor’s performance. All subcontractors must be identified by the contractor, and the contractor must describe the type of contractual arrangement with all subcontractors. The prime contractor shall be responsible for meeting all terms and conditions of this agreement. The University reserves the right to approve/disapprove all subcontractors.

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

The 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.

The 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 the contractor and subcontractor for a period of three 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 the University and any of its duly authorized representatives at all reasonable times and places.

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.

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.

This agreement shall be construed and enforced in accordance with the laws of the State of California.
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.

2.23 PAYMENT TERMS

University payment terms are Net 30. All invoices must be submitted monthly. Vendor must invoice per piece count. No payment will be made in advance of work performed, except as otherwise specified in this agreement.

2.24 LATE INTEREST CHARGES

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

2.25 ETHICS

Supplier 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, Supplier 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. Supplier and/or its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. Supplier shall immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

2.26 PARKING

No free parking facilities shall be provided by UCDHS for Supplier'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. All parking arrangements must be coordinated and approved by Parking and Transportation Services at (916) 734-2687 prior to the commencement of the construction Project for appropriate information and fees.

2.27 PENALTY FOR COLLUSION

If at any time it is discovered that the person(s), firm, or corporation to which an Agreement has been awarded has, in presenting a quotation, colluded with any other party(ies), the University reserves the right to immediately cancel or terminate the awarded Agreement, and the Supplier shall be liable to the University for all losses incurred and/or damage which the University may have suffered.
2.28 CERTIFICATION/SIGNATURE

The Bidder shall not maintain or provide racially segregated facilities for employees at any establishment under the Bidder’s control. The Bidder 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 2900 et seq.). Expressly, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition, 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. The Bidder shall further specifically undertake an outreach effort in regards with the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. The Bidder shall communicate this policy in both English and Spanish to all persons as concerned within its company, with outside recruiting services and the minority community at large. The Bidder shall provide the University on request a breakdown of it labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its programs.

Certification

I certify that I am authorized to sign for this offer on behalf of the organization I represent, 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    \ Fax Number with Area Code

__________________________________________________________
Email Address

__________________________________________________________
Web page Address
ARTICLE 1 – GENERAL
The materials, supplies and/or services furnished by Supplier (together, the “Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. No other terms or conditions will be binding upon the parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the materials and/or supplies (“Goods”), or the performance of all or any portion of the services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION
A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.

B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the funding is withdrawn.

C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the date UC provided Supplier with notice of termination or through the date that Services will terminate.

D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, 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 supply the Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PAYMENT, EXTRA CHARGES, TAXES. UC will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted. All invoices must be itemized and reference the Agreement or PO number. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Meal and Travel Expense Policy, which may be located by searching for G-28 at ucop.edu, or may be obtained upon request. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier.

ARTICLE 4 – INSPECTION. The Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier’s performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES
Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not
again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier’s employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers’ compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24 and 25 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier agrees that the Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier 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 or any other country in which the Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Accessibility Requirements. Supplier warrants that:
   1. It complies with California and federal disabilities laws and regulations; and
   2. The Services will conform to the accessibility requirements of WCAG 2.0AA.
   Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services.

E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Services.

F. California Child Abuse and Neglect Reporting Act (“CANRA”). Where applicable, Supplier warrants that it complies with CANRA.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Services Involving Work Made for Hire.
   1. Unless UC indicates that the Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
   2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC’s prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
   3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
   4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Services Not Involving Work Made for Hire.
   1. If the Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make
derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC’s prior written permission.

3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.

4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Services become, or in Supplier’s opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to any claim of infringement related to the Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier’s sole election) (i) procure for UC the right to continue to use the affected portion of the Services, or (ii) replace or otherwise modify the affected portion of the Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Services’ functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier’s direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier’s direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $1,000,000
   2. Products/Completed Operations $2,000,000
   3. Personal and Advertising Injury $1,000,000
   4. General Aggregate (Not applicable to the Comprehensive Form) $2,000,000

B. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days’ advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

C. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Services to UC.)
D. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

E. Workers’ Compensation as required by applicable state law and Employer’s Liability with limits of one million dollars ($1,000,000) per occurrence.

F. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a “Regents of the University of California Coverage” or “Joint Payee Coverage” endorsement. UC and, if so requested, UC’s officers, employees, agents and sub-suppliers will be named as “Loss Payee, as Their Interest May Appear” in such Fidelity Bond.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier’s liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
   1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
   2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC’s prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

Supplier who supplies commercial materials, supplies or services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
B. FAR 52.219-8, Utilization of Small Business Concerns;
C. FAR 52.222-04, Contract Work Hours and Safety Standards Act;
D. FAR 52.222-26, Equal Opportunity;
E. FAR 52.222-35, Equal Opportunity for Veterans;
F. FAR 52.222-36, Affirmative Action for Workers with Disabilities;
G. FAR 52.222-37, Employment Reports on Veterans;
H. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
I. FAR 52.222-41, Service Contract Act of 1965;
J. FAR 52.222-50, Combating Trafficking in Persons;
K. FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements;
L. FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements;
M. FAR 52.222-54, Employment Eligibility Verification;
N. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
O. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

In these provisions, the term “contractor” as used therein will refer to Supplier, and the terms “Government” or “Contracting Officer” as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and

Revised 10/15/15
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: “This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC’s request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due, to each, and that before the final payment called for under the Agreement, will upon UC’s request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys’ fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the performance of the Services; thereafter a start order for resumption of performing the Services may be issued at UC’s discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC’s premises at Supplier’s request and will not engage any unfit or unskilled person to provide the Services. Supplier will confine its employees and all other persons who come onto UC’s premises at Supplier’s request or for reasons relating to the Agreement and its equipment to that portion of UC’s premises where the Services are to be performed or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC’s premises at Supplier’s request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Services are being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by,
Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

While other terms in the Agreement apply to the furnishing of all types of Services, the terms in this Article have special application to the furnishing of Goods, and apply notwithstanding the terms in Article 33, Amendments:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made equipment, materials, or supplies furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier’s knowledge, no UC employee who has participated in UC’s decision-making concerning the Agreement has an “economic interest” in the Agreement or Supplier. A UC employee’s “economic interest” means:

A. An investment worth $2,000 or more in Supplier or its affiliate;

B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;

C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or

D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.
ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to seven (7) years after final payment under the Agreement. UC, and if the underlying grant or cooperative agreement so provides, the other contracting party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier’s pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of seven (7) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – CONFIDENTIALITY

Supplier will use its best efforts to keep confidential any information provided by UC and marked "Confidential Information," or any oral information conveyed to Supplier by UC and followed by a written communication within thirty (30) days that the information is Confidential Information.

This non-disclosure provision will not apply to any of the following:

A. Information which Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement;
B. Is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier;
C. Is obtained lawfully from a third party; or
D. Is required to be disclosed under the California Public Records Act or legal process.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – ENVIRONMENTALLY PREFERABLE PRODUCTS

Supplier will use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement. Information on environmentally preferable products and services is available at: http://www.epa.gov/opptintr/epp/.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
   1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
   2. Supplier’s cost of enrolling such employees in Supplier’s health plan is factored into the fees for the Services; and
   3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier’s full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term “subsupplier” means a person or firm, of all tiers, that has a contract with Supplier or with a subsupplier to provide a portion of the Services. The term subsupplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable
occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1.

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location’s procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement if there are insufficient funds remaining in the amounts due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC campuses and/or medical centers, do not involve furnishing goods, are not a Public Work with a wage determination at or above the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17), and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC’s sole discretion.

For Services that exceed $100,000 annually, Supplier will, a) at Supplier’s expense, provide an annual independent audit performed by Supplier’s independent auditor or independent internal audit department in compliance with UC’s required audit standards and procedures (http://insidepublicaccounting.com/newsletters/ipa-100-and-ipa-200/), concerning Supplier’s compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement’s effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – FORCE MAJEURE

Neither party will be liable for delays due to causes beyond the party’s control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 27 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC’s written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 28 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
ARTICLE 29 – 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 will be deemed to be incorporated herein.

ARTICLE 30 – NOTICES
A party to the Agreement must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other party’s representative at the address specified by such party.

ARTICLE 31 – SEVERABILITY
If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 32 – WAIVER
Waiver or non-enforcement by either party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 33 – AMENDMENTS
The parties may make changes in the Services or otherwise amend the Agreement, but only by a writing signed by both parties’ authorized representatives.

ARTICLE 34 – GOVERNING LAW AND VENUE
California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 35 – SUPPLIER TERMS
Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 36 – SURVIVAL CLAUSE
Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; CONFIDENTIALITY; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

UCDMC ARTICLE 1 – MEDICARE BOOKS, DOCUMENTS AND RECORDS
To the extent required by applicable law, Seller shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Seller’s books, documents and records. Seller shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of the Agreement. If Seller is requested to disclose books, documents or records pursuant to the Section for any purpose, Seller shall notify University of the nature and scope of such request, and Seller shall make available, upon written request of University, all such books, documents or records. If Seller carries out any of the duties of this Agreement through a subcontract with a related organization (“Subcontractor”), with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period. Such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the University, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor’s books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
Attachment #2 - Product Listing

1. Micro-fiber Flat mop
2. Micro-fiber Tub mop
3. Micro-fiber loop Mop
4. Micro-Fiber Rag
5. Bonnet Pad
6. High Duster
7. Large Hallway Dust Mop
8. Wall Mop