
Request For Proposal

Mobile PC and Laptop Computer Carts UC Davis Medical Center

Request for Proposal #09-317291-cs

Date Issued: 10/29/09

Due Date: 11/18/09 by 3:00 PDT

**Submitted by the University of California
Davis Health System**

This RFP is also available at: <http://www.ucdmc.ucdavis.edu/supplychain>

All questions regarding this RFP should be directed to:
Connie Stewart, C.P.M.
UCDHS Purchasing Department
Email: connie.stewart@ucdmc.ucdavis.edu
Phone: (916) 734-3186

Questions should not be directed to any other University departments or staff. Material or substantive information provided to any bidder, as a result of questions received, will be provided to all bidders via an addendum to this RFP.

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INTRODUCTION

University of California at Davis Health System Profile

Background

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 UC Davis School of Medicine, the UC Davis Medical Center and Children's Hospital and the UC Davis Medical Group.

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.

The **UC Davis Medical Group (UCDMG)** is the clinical/medical staff component of the UC Davis Health System. The Medical Group began as a primary care extension of the Medical Center's hospital-based clinics in 1994. It now includes all medical staff, consisting of approximately 114 primary care physicians and more than 500 specialists serving patients in 13 communities throughout northern California. As the only provider of many specialty and sub-specialty services in inland northern California, UCDMG serves a diverse patient population. Just over one half of our outpatient population is classified as Caucasian, the balance being largely Hispanic, African American, southeast Asian and Russian. On-site interpreters provide interpreting services in approximately 20 languages.

The **UC Davis School of Medicine (UCDSOM)** is located seventeen miles west of UCDMC and was founded in 1966. The school now accepts ninety-three entering students each year and also provides advanced postgraduate training in numerous medical and surgical specialties through its twenty-four accredited residency and internship programs. Research is a major emphasis of the UCDSOM, with scientists and physicians conducting more than three hundred research and development projects at any given time. Faculty physicians provide patient care at UCDMC and several other affiliated hospitals and clinics in addition to conducting their teaching and research activities.

GENERAL INFORMATION

Vendor Inquiries

Inquiries regarding this RFP must be received by 3:00 p.m. PDT on 11/5/09. The UCDHS contact person is listed below. Questions via email are preferred.

Connie Stewart, C.P.M.
UCDHS Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
E-mail: connie.stewart@ucdmc.ucdavis.edu
Phone: (916) 734-3186
Fax: (916) 734-7791

Proposal Submittal Instructions

Each Bidder is required to submit one (1) original hard copy, two (2) copies and one (1) 3.5" diskette or CD ROM, along with supporting materials information as requested. Proposal responses must be mailed or hand delivered to:

UCDHS Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
RFP #09-317291-cs

All proposals submitted must be received in the UCDHS Purchasing Department no later than **3:00 p.m. PDT on Wednesday, November 18, 2009**. UCDHS Purchasing Department will not accept proposals received after the November 18, 2009 due date and time.

NOTE: YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION. REFER TO THE SECTION AND ITEM NUMBER (i.e.: Functional Requirements) IN YOUR RESPONSE.

Schedule of Events

Event	Date
Release of Request for Proposals	10/29/09
Receipt of Bidders' Written Questions	11/5/09
Written Responses to Bidders' Questions	11/13/09
Receipt of Bidders' Proposals	11/18/09
On-site demos (If needed)	11/30/09*
Award of Contract	12/21/09*

* *Approximate Dates*

Basis of Award

Proposals will be evaluated on the basis of cost per quality points. A UCDHS evaluation committee will choose the selected Bidder. Committee participants will review, evaluate, and score each responsive proposal received in accordance with predetermined scoring criteria. The selection process will be broken down into two phases.

Phase I

To be considered responsive and to continue in the scoring process, the Bidder must:

- Provide all documentation as requested by the requested due date.
- Provide a proposal that is complete and complies with the instructions and requirements as stated herein.
- Establish satisfactory financial solvency.
- Overall Bidder qualifications, including years in business, financial status, and background information
- Compliance with UCDHS's specified terms and conditions

Phase II

In this phase, the Bidder's response will undergo intensive evaluation. The following criteria (not in priority order) will be utilized to select the finalist: The "short list" of finalists will be required to present on-site demonstrations for UCDHS staff. Site visits, if required, and reference checks will take place after the demos. UCDHS retains the right to visit any Bidder's client site(s) without assistance from the Bidder.

1. Qualifications and Requirements Response
2. Cost Proposal
3. Responsiveness
 - Bidder's demonstrated understanding of the University's requirements, overall approach and thoroughness of the proposal in submitting all information designated and requested within this RFP.

Each Bidder will receive a total point score known as quality points.

Quality points will be assigned as follows:

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Qualification Statement	200
Requirements	700
References	100
On Site Demos (If needed)	500
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Total Maximum Points:	1,500

The total cost for each proposal will be divided by the proposal's total quality points to determine the cost per quality point ratio. The cost per quality point ratio for each Bidder will be ranked in order of magnitude. UCDHS intends to use Life-Cycle-Cost techniques in evaluating the cost of this product. Support costs, consumable costs, operational costs and other costs will be included in addition to the capital costs for the hardware and software.

UCDHS reserves the right to purchase any recommended hardware from a third-party vendor. Therefore, cost will be determined in the following manner.

1. Total cost for each Bidder's system, including hardware, software, interface customization, installation and implementation, maintenance and support or upgrade costs, consumables, training, operational costs, and other costs (Option I).

AND/OR

2. Total cost for each Bidder's system, including software, interface customization, installation and implementation, maintenance and support or upgrade costs, consumables, training, operational costs, and other costs excluding hardware (Option II).

UCDHS's decision as to how the resulting Agreement(s) will be awarded will be based on the following.

1. Calculate total Evaluation Quality Points earned by each Bidder.
2. Divide total cost for Option I (including hardware) by the number of total quality points earned to determine cost per quality point.
3. Divide total cost for Option II (excluding hardware) by the number of total quality points earned to determine cost per quality point.
4. Rank each Bidder's cost per quality point rating under Options I and II from lowest to highest.
5. Determine the finalist using either Option I (includes hardware) or Option II (excludes hardware) on a lowest cost per quality point rating basis.

After Phase II scoring is complete, the cost per quality point will be calculated. UCDHS reserves the right to negotiate with the Bidder(s) having the lowest cost per quality point scores prior to awarding a contract.

Following evaluation of this RFP and Bidder selection, UCDHS expects to negotiate a contract with the selected Bidder and, at UCDHS's discretion, standard software contractual terms and conditions, cost and/or value added features. UCDHS reserves the right to award this RFP in part or in full.

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Proposal Conditions

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDHS reserves the unqualified right to reject any or all proposals for any reason.
2. UCDHS shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCDHS, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal which best serves its programmatic objectives. UCDHS reserves the right to negotiate a binding contract with the selected Bidder.
3. All proposals shall be firm for a period of 180 days following the proposal submission due date.
4. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal which contains conditions or limitations set up by the Bidder may be deemed irregular and subsequently rejected by UCDHS.
5. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDHS's responsibility and its judgment shall be final.
6. UCDHS reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder's failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.
7. UCDHS has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDHS shall indicate the new submission date for proposals.
8. Prior to the final submission date, any Bidder may retrieve its proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.
9. Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.
10. PUBLIC INFORMATION AND TRADE SECRETS--The California Public Records Act limits UCDHS's ability to withhold pre-qualification 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 Bidder does not want disclosed to the public or used by UCDHS for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCDHS will notify the Bidder any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.
11. All computer programs and data made available by UCDHS to Bidders hereunder shall remain the property of the UCDHS and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the

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California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals, (i.e., employees, patients, etc.) shall be destroyed or returned to UCDHS.

Contract Terms and Conditions

1. The University's Terms and Conditions of Purchase (See Appendix A) shall apply to any contract for hardware or hardware-related services awarded from this solicitation for proposals. The selected Bidder will be required to comply with all the terms and conditions as specified therein. A Bidder's inability to comply with, or exceptions and modifications to, the terms and conditions incorporated in Appendix A must be stated in its proposal and may disqualify Bidder from further consideration.

To facilitate timely award of this contract, each Bidder must certify its ability to comply with the insurance requirements outlined in Appendix A. The University will require the selected Bidder to furnish a certificate of insurance naming The Regents of the University of California as an additional insured. Such certificate of insurance shall be in a form as issued by an insurer approved by the University and shall contain an endorsement requiring not less than thirty (30) 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 to the University at least ten (10) days prior to the expiration of the term of said policy. Failure to comply with this requirement may result in cancellation of any contract resulting from this Request for Proposal.

The University reserves the right to adjust the minimum insurance limits specified in Appendix A, based on the overall risk assessment of the project. Each Bidder must provide evidence of its current coverage with its proposal.

The final contract(s) with the selected Bidder(s) will be prepared by the UCDHS Purchasing Department and will incorporate this Request for Proposal, including its Appendices and Addenda (if any), and the submitted proposal.

2. The University reserves the right to cancel any contracts resulting from this RFP, for cause, at any time or at the end of any fiscal year (June 30), should insufficient funds be budgeted in the following year to continue the contract, by giving 120 days' written notice and upon payment of costs actually incurred by the Bidder prior to the notice of cancellation.
3. Records developed by the Bidder and related to the project costs will be maintained for a period of five years following the completion of the project.
4. The Bidder or Bidders awarded a contract as a result of this RFP may not assign or sublet the whole or any part of the contract without the prior written consent of the University.
5. The Bidder must warrant that, for a minimum of one (1) year from final acceptance of each hardware component and software package included in the proposed system, the hardware and software shall meet all of the specifications set forth in Bidder's proposal and in the operational manuals current as of the date of University's final acceptance of such hardware and software products 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 hardware and/or software, and the Bidder will be liable for excess costs incurred by University therefore.
6. No form of the University's name shall be used in promotional materials, signs, announcements, or other forms of communication or advertising originated by Bidder unless the University's express written permission for such use has been obtained in advance.
7. Under existing campus policy (P & P Manual #260-15) a gift or donation to the University may not be coupled with the expectation of tangible compensation or with the imposition of contract or grant

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requirements. Each purchasing transaction, business contract, research contract, affiliation agreement, and grant shall be considered as separate and whole in itself. As such, it is the policy of the University of California Medical Center and Health System that no gift or donation to the University, nor any of its business contracts, purchasing transactions, research contracts, affiliation agreements, or grants shall be used as partial consideration for any other transaction, contract, agreement, grant or gift/donation.

8. Until the expiration of four years after the furnishing of the services provided under the contract, vendor will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Controller General, and their representatives, the contract and all books, documents and records necessary to certify the nature and extent of the costs of those services. If vendor carries out the duties of the contract through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain a clause to permit access by the Secretary, Controller General, and their representatives to the related organization's books and records.

INFORMATION FOR FORMATTING PROPOSAL RESPONSES

Phase I: Qualification Statement

The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing systems and services similar to those described in this RFP, including but not limited to the following:

1. Provide the Bidder's name, address, telephone and facsimile numbers, a contact name, a brief description of the company's history, including name and address of the parent company, and the size of the company.
2. Provide a corporate profile, service portfolio, and description of the Bidder's service philosophy and approach. What separates and distinguishes this Bidder from other applicants?
3. Provide a report of the Bidder's financial status, including the most recently audited financial statements and profit and loss statements or equivalent evidence of financial stability and include auditor's opinion.
4. Provide gross revenue figures for 2008 and percentage growth from 2006 – for total company revenue, revenue associated with healthcare information systems, and revenue for the products included in your response.
5. Identify by name and University position any University officer, faculty member or other employee who holds a position of director, officer, partner, trustee, manager or employee in the Bidder's company, as well as the name of any near relatives who are employed by the University.
6. Provide a statement of the total dollar amount of work performed by Bidder for the University of California in the past twelve (12) months and specify the campus (es) served.
The contract will not be awarded to any Bidder that has failed to perform in a satisfactory or faithful manner on any previous contract or purchase order with the University of California.
7. Has your hardware or company ever been subjected to product litigation? Please explain.
8. Provide a reference list of three clients located in California, if possible, for whom the Bidder was directly responsible for providing products or services similar to those requested herein within the past two years. The references may be from current or prior clients. The references will be used as a basis for inquiry concerning the Bidder's quality of products and service.
Furnishing incorrect and/or incomplete reference information may lead to Bidder's elimination from consideration for award. The decision to eliminate Bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of UCDHS and shall not be subject to appeal.
9. How do you measure client satisfaction? Provide examples of tangible changes that have been implemented as a direct result of client feedback.
10. What are the greatest benefits that your mobile carts have over other mobile carts.

REQUIREMENTS

1. Carts must be non powered and able to mount a 15.4" widescreen laptop with an extended life battery.

2. Carts must have a lockable cover over the laptop keyboard to protect against theft and spills.
3. Provide pictures and descriptions of your mobile carts.
4. Carts must have an external coiled/spiral power cord to connect to the laptop power adapter for recharging. (retractable cords will not be acceptable)
5. Are your units assembled when they arrive? If not, please explain and provide cost to assemble.
6. Does your cart offer a keyboard light? Please describe.
7. What is the fee schedule and support for engineering to design a custom unit?
8. What is the lead time required for delivery?
9. Indicate the nature and length of your equipment warranty and support for you products. (must include all parts & labor. Specify who pays shipping charges each way on warranty returns) (must include at least a 3 year next day on site warranty. If this is not included in the standard warranty please include the additional cost to provide this service)
10. Indicate your Stability test results? Describe how your tests were performed.
11. Physical security of devices mounted on the carts is required. Please describe the security offered on your carts.
12. What is the footprint of each of your mobile carts? Must be a small footprint square or rectangle, no circular footprints. (Carts need to be able to roll down hallways, in and out of patient rooms and move around in tight spaces)
13. Describe the range of height adjustments available on your mobile carts.
14. A writing surface is required. Please describe the work/writing surfaces offered with your mobile carts.
15. Describe what accessory compartments are available with your mobile carts. Please state what is standard and what is an additional charge including the cost.
16. Can your equipment be cleaned using antibacterial cleaning products? Explain process and list chemicals that can be used.
17. If your company is selected as one of the finalists you may be required to provide an on site demonstration of your mobile carts. We will require that you make arrangements to ship all equipment to UC Davis Medical Center, leave the equipment here for a 30 day evaluation by staff and then arrange to have it picked up at your cost. Can your company meet this requirement?
18. Do you provide wheel locks for your mobile carts?
19. What Ergonomic tests has your company performed on the mobile carts? Describe how your tests were performed.

20. What is the failure/break rate of your mobile carts?
21. We require that the cart have the ability to be upgraded at a later date to a PC/LCD cart or to add a power system.
22. QUANTITY - Initial order quantity is 85 each to be delivered first half of 2010. An estimated 300 more units to be ordered over the next 3 years as follows:
- 2010 : 85 – 100
2011 : 100
2012 : 100
2013 : 100

The supplier selected will be requested to furnish carts required from 2010 through 2013 at the estimated quantities noted above.

COST PROPOSAL

This section requires a detailed breakdown of all costs for the proposed system. Include in your cost detail the cost of site license, concurrent user licenses or individual user licenses. Note if license fees are per user or per workstation. Be clear as to what the prices include and do not include. The responsibility of developing a response that is easily understood by UCDHS is that of the respondent, not UCDHS. When

proposing service fees, explain in detail what comprises each of these components and why they are being proposed.

Totals from each section are to be summarized on the final summary pages. Sales taxes and freight charges are to be shown only on the final summary pages. Any costs that are not included in this cost proposal will not be allowed in a final contract nor will the University reimburse them. In other words, you are strongly encouraged to refrain from using language such as:

- “Bidder’s configurations will be sent under separate cover and are subject to change.”
- “To be determined”

Bidders may attach their own cost sheets, provided ALL requested information is clearly identified. Totals must be provided on the final summary pages for each detail category and must match the detail sheets, i.e.; the total of each cost subsection must match the figures on the final summary pages. Be sure to include all costs with and without additional modules.

**Cost Detail –
Computer Hardware**

List all hardware required including purchase costs (excluding installation, tax, and freight) and annual hardware maintenance expenses. The total dollar figures from this section must agree with the computer costs total on the final summary pages.

Component Description (Model, Part #, etc.)	Unit Cost (List & Discount)	Quantity	Total Purchase Cost	Annual Maint. Cost
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Total Hardware and System Software Costs:	\$	\$	
	(One-Time)	(Recurring)	

Assembly & other costs

List all hardware and software installation and training costs based on your proposed services. The total dollar figures from this section must agree with the Installation and Training Costs total on the final Summary pages.

Equipment assembly	\$
Other (Describe)	\$
_____	\$
Total Costs	\$

Optional Costs

Describe and list all optional cost items that could be associated with implementation of the cart system. The total dollar figure from this section must agree with the Optional Costs total on the final Summary pages.

_____	\$
Post-Implementation Support, as outlined below:	\$
_____	\$
_____	\$
Total Optional Costs	\$

Cost Summary for One-Time Costs –

Provide a summary of all one-time costs for the system you are proposing. Any subtotals used on this page should agree with the preceding detail pages.

	One-time Cost	
a. Computer Hardware	\$	
b. Assembly and other costs		\$
c. Optional costs	\$	
Subtotal (items a- b)		\$
Sales Tax (8.75%)		\$
Freight (FOB UCDHS)	\$	
Total One-Time Cost Maximum (Excluding Options)	\$	
d. Optional Costs		\$
Sales Tax (8.75%)		\$
Freight (FOB UCDHS)	\$	

Total One-Time Cost Maximum for Options Only \$
 Total One-Time Cost Maximum (Including Options) \$

Note: Please provide recurring cost summary on the next page.

Cost Summary for Recurring Costs –

Provide a summary of all recurring costs for the system you are proposing. Any subtotals used on this page should agree with the preceding detail pages.

	Year 1	Year 2	Year 3	Year 4	Year 5
a. Maintenance					
b. Other Costs					
Subtotal (items a. - e.)					
Tax (8.75%) if applicable					
Total Maximum Cost, excluding options					
c. Optional Items					
Tax on Optional Items (8.75%) if applicable					
Subtotal on Optional Items					
Total Maximum Cost, including options					

ATTACHMENTS

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 therefor, 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 should in no event exceed the total order price.

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

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

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

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

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

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

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

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

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR

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

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

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

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

ARTICLE 10 - INDEMNITY.

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

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

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

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

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

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

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

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

and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

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

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

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

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and 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 Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

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

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

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

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

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

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

ARTICLE 17 - INSURANCE

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

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

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

Each Occurrence	\$1 Million
Products/Completed Operations Aggregate	\$5 Million
Personal and Advertising Injury	\$1 Million
General Aggregate (Not applicable To the Comprehensive Form)	\$5 Million

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

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

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

C. Professional Liability Insurance with a limit of _____ dollars

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix B: Electrical and Hospital Clinical Engineering Requirements

1. All portable electrical equipment designed for 110-120, 60 Hz service shall be supplied with a 3-wire grounded power cord, and wired with a hospital grade plug, such as Hubbel no. 8215-C or Woodhead no. 85447. The chassis of each equipment item and all exposed metal surfaces that can become energized shall be connected to the grounding prong of the attached plug by a resistance of not more 0.15 ohms.
2. All portable electrical equipment likely to contact patients shall be equipped with a UL listed hospital grade plug, e.g., Hubbel or Woodhead 85447.
3. EXCEPTION #1: Two-wire (ungrounded) UL listed and labeled, double-insulated appliances and office equipment shall be allowed in office occupancies only after such equipment has been inspected and labeled by the Clinical Engineering department.
4. EXCEPTION #2: Two-wire (ungrounded) UL listed, small all-plastic appliances shall be allowed in office occupancies only after such equipment has been inspected and labeled by the Clinical Engineering department. Any appliances that have any exposed metal casing parts shall be three-wire grounded.
5. Bidder will furnish, upon delivery of each equipment item, a minimum of one operator manual (which may be incorporated with the service manual) and one service manual, as applicable to each equipment item/system. The service manual shall include the following:
 - a. Complete equipment/system specifications
 - b. Installation instructions including isolated power, special grounding, dedicated electrical circuit or any other special requirements;
 - c. Theory of operation including applicable computer software;
 - d. Periodic inspection (including electrical leakage current), performance assurance, preventive maintenance, and calibration procedures;
 - e. Troubleshooting and repair instruction;
 - f. Electrical schematics and diagrams;
 - g. Parts list; and
 - h. Block diagram level software documentation.
6. Bidder certifies that electrical current leakage of the equipment herein offered complies with chapter 1, division 5, title 22 of the California Administrative Code and AAMI/ANSI safe current limits for electron medical apparatus (AAMI/ANSI SCL 12/78).
7. Bidder certifies that the equipment item/system is suitable for hospital use and has been so designed that internal components are protected against spilled liquids and mechanical abuse, and that external surfaces will not be damaged by normal cleaning procedures using nonflammable cleaning agents normally found in the hospital environment.
8. Bidder certifies that service is presently located at the address shown below and certifies that response to a service request will be within ____ hours after initial contact by UCDHS personnel for the duration of the warranty period.

Name of service company:

Address:

Telephone:

9. A description of the available operator training and the available repair technician training for each equipment item/system is attached or included with this order.
10. The Bidder shall provide technical training during the warranty period at no additional cost to UCDHS. State the location of this class:
11. Bidder certifies that equipment item(s) meet UL 544 standards.
12. Unless otherwise specified on this purchase order, complete payment cannot be made until all items listed (including service manual) have been delivered and accepted (i.e., tested for satisfactory performance and electrical safety).
1. The Clinical Engineering Department and/or Information Services Department will coordinate acceptance (installation coordination, equipment testing, new equipment documentation, final acceptance, and payment approval). UCDHS will pay invoices 30-45 days from date of final acceptance as defined above.