



UNIVERSITY OF CALIFORNIA, DAVIS, HEALTH SYSTEM REQUEST FOR QUOTE

POST CONSTRUCTION
INTERIOR CLEANING
SERVICES

RFQ # 09-316900-cj
DATE RELEASED: **10/28/09**

DUE DATE: **11/18/09, 3:00 PM 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](http://www.ucdmc.ucdavis.edu/supplychain)

Buyer Contact: **Connie Stewart**
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E-mail: connie.stewart@ucdmc.ucdavis.edu

QUOTATION FOR: Interior Cleaning Services - Pavilion

Return Response to:

(In person, by courier or U.S. Mail)

RFQ # 09-316900-cj
Purchasing Department
University of California, Davis Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Attn: Connie Stewart

FAXED QUOTATIONS WILL NOT BE ACCEPTED

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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.

BACKGROUND INFORMATION

The University of California, Davis Health System (UCDHS) provides the organizational framework that enables the University of California Davis to fulfill teaching, research, patient-care and public service missions. It consists of the UCD School of Medicine (UCDSOM), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group (UCDMG), 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.

UCDMC is one of five teaching hospitals operated by The Regents of the University of California. UCDMC is a 613-bed, fully accredited hospital, which serves as the main clinical education site for the UCD School of Medicine. Prior to its acquisition by The Regents in 1973, the hospital was owned and operated by Sacramento County and served as the primary provider of health care to Sacramento's medically indigent population.

UCDMC is the sole Level 1 trauma center serving the Sacramento-Sierra area and the primary tertiary care referral center for a 33-county area of more than six million residents. Each year UCDMC admits approximately 32,000 inpatients, while its 150-plus clinics log more than 858,000 outpatient and emergency visits.

In order to comply with California Senate Bill 1953, UCDMC is constructing an OSHPD compliant replacement building just east of the Davis Tower. The Surgery and Emergency Services Pavilion (SESP) has four levels and includes a new emergency department with 3 trauma stations, and 63 treatment rooms, 24 new inpatient operating rooms with a 63 bed post anesthesia recovery unit, a new Central Processing department, a 10 bed cardiac intensive care unit and a 10 bed neurosurgery intensive care unit, a new 12 bed burn unit, new Food and Nutrition services to include, cafeteria/food court, kitchen and dining area, clinical laboratory with a new robotics line, radiology department with (2 - 64 slice CT's, 1 – 16 slice CT, 2 – 1.5 MRI's, 2 – general X-ray (digital) rooms, Cardiology department with four Cath Labs, (1 – single plane unit, 2 – bi-plane units and one Sterotaxis unit), a new retail pharmacy, respiratory therapy, interns & residency with on-call rooms and a gift shop.

Additional information about UC Davis Medical Center can be found at <http://www.ucdmc.ucdavis.edu>

SECTION 1.0 **SPECIFICATIONS**

1.1 PURPOSE

The University of California, Davis Health System (UCDHS) is currently seeking quotations for Interior Pre-Move-In Cleaning Services for the new Pavilion adjacent to the University of California, Davis Hospital at 2315 Stockton Blvd., Sacramento, CA.

"Pre-Move In" Cleaning. An in-depth cleaning to bring an area up to the level of cleanliness, receive necessary cleaning and protection to assure the room/area is acceptable for occupancy. This could include dust, dirt, stains, grease, smudges, streaks, spots, and lint.

1.2 DEFINITION

In this Request for Quote (RFQ), 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 RFQ. 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 RFQ. 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.

1.3 PROPOSAL REQUIREMENTS (Completion and Submittal of Bid Proposal)

- A. The bidder will provide three (3) references of major Health Care hospital projects identifying project name, description, services provided, dollar size of project, and dates started and completed. Provide the owner's representative by name and phone number.
- B. Description of the project management team. Please indicate the individuals, past experience, history with the company, and identified role(s).
- C. The bidder is to provide a summary and "game plan" of how they would execute their services to include on-site preparations, specialized functions, and qualifications of personnel in their employ to meet the start-up dates required.
- D. The bidder shall submit the proposal in accordance with Section 4.0.

- E. If the bidder is a partnership, the signature on the "Bid Proposal" form shall be by any partner, and if a corporation, by an officer of the firm. The signature shall be in longhand and the completed form shall be without interlineations, alterations or erasure.
- F. The bidder shall acknowledge on the "Bid Proposal" form receipt of all Addenda received and considered in preparing this bid.
- G. All bids must be typewritten.
- H. All items in the RFQ must be properly answered.
- I. All proposals are due by **11/18/09**

Firm Bid Prices: The lump sum bid prices quoted herein shall remain firm throughout the contract. Changes in labor rates shall not be cause for additions to the contracted total.

1.4 SITE VISIT

SITE VISIT IS MANDATORY. All bidders must attend and sign the log sheet to be considered a responsive bidder. Bids will not be accepted from vendors who have not attended the site visit and signed the log sheet.

The site visit will take place:

DATE	<u>November 3, 2009</u>
TIME	<u>2:00 pm</u>
LOCATION	<u>SESP Construction Trailer</u>
	<u>4430 V Street</u>
	<u>Sacramento, CA 95817</u>

- A. Bidders are expected to thoroughly familiarize themselves with the proposal forms and specifications.
- B. It is mandatory that each bidder must visit the premises and gain a complete understanding of the building layouts, location and size of doors, elevators and stairs (which may be used), aisle widths, loading dock access, etc. In addition, bidders will visit the site to examine the extent of the work, including the conditions and limitations affecting the bid. Please review Attachment A for the required Dress Code for the Job Site walk.
- C. Please note there is no parking at the Construction Site.

1.5 INTERPRETATIONS BY ADDENDA

All bidders are requested to notify Connie Stewart in writing of any items requiring clarification in accordance with timeframe specified in Section 2.3. UCDHS will not be responsible for any verbal answers or inquiries, in any way, regarding the meaning or intent of the RFQ, in advance or after the awarding of the contract. UCDHS will make no allowance for extras because the bidder neglected to solicit any specified instructions in the preparation of their bid or for failure to thoroughly examine and become familiar with all conditions and other parts of the RFQ.

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 SCOPE OF WORK

EDUCATION AND TRAINING

Cleaning staff, including supervisors, must be knowledgeable regarding proper cleaning technique required to insure regulatory requirements are met. They must be properly trained on safe work practices including hazardous materials and healthcare environments. Cleaning staff will be required to be certified to clean around MRI and/or other magnetic or hazardous environments.

GENERAL CLEANING RESPONSIBILITIES

The scope of this work is to clean all interior surfaces in the building. Appendix B, contains the Pavilion floor plans. At this time we do not expect any cleaning will be necessary in the Penthouse floor, while the shelled space on the first, second and third floor will only require the cleaning of the interior windows and window ledges.

The use of the terms, clean or wipe down are meant to include the removal of soil from the areas listed below. Soil can be visible such as dust, dirt, stains, grease, smudges, streaks, spots, or other construction materials and invisible such as odors. Soil shall be removed chemically using cleaning agents such as detergents, and/or disinfectants as described on page 8. Once soil removal is complete these areas shall be wiped down with a disinfectant or sanitizer. All cleaning agents must be approved by the University Environmental Services Manager or designated representative prior to use.

1. Removal of any remaining construction material that may have been missed by the contractor such as tape, and plastic from all surfaces such as but not limited to walls, windows, elevators, doors and light fixtures.
2. Wipe down ceiling, lights inside and out, light covers, tracks, cubicle curtain tracks and any other item that might contain construction dust.
3. Wipe down all wall surfaces including baseboards.
4. Clean interior of windows and ledges / sills – insure no streaks or finger prints.
5. Wipe down all cabinet, countertop, shelves, ledges, and all other surfaces - inside and out, insuring no dust or debris
6. Wipe door surfaces including frames, handles, and kick plates
7. Vacuum all carpeted areas following flooring manufactures recommendations
8. Clean shower walls, floor, fixtures, and curtain/door
9. Wipe down sinks – top and underside.
10. Wipe inside and out of any appliances (if present) including microwaves, and refrigerators.

11. Light fixtures shall be cleaned, light covers are to be removed and the light fixture is to be cleaned inside and out including bed lights, (operating and ED treatment room lights outside surfaces only), emergency exit lights, patio lights, outside entrance lights, interior lighted signs, and canopy lights.
12. Clean all light wells, including glass, wood panels and skylights (interior/exterior surfaces).
13. Clean and wipe down roll-down shutters, sliding & telescoping glass doors (headers and floor tracks), interior aluminum and storefront entrances
14. The cleaning of HVAC covers (exterior parts of diffuser, registers, grills)
15. Remove lint, cobwebs, mud, dirt, bugs, and litter from canopies and entrance lights and from the outside walls, and in the immediate vicinity of the entrances.
16. Wash down the entrance area and remove any standing water from the entrance on the adjacent sidewalks. Remove gum deposits from walkway prior to wash-down.
17. Dining area patios will be cleaned and shall include the cleaning and dusting and/or wet washing of all patio furniture.
18. Elevators: Clean all interior surfaces (including all light fixtures, ventilators, guide tracks, and floor door guide tracks of passenger, staff and material handling elevators). Only one (1) car is to be out of service for cleaning at a time when elevators are located in groups of two and shall be cleaned at the lowest floor level only.
19. Vacuum and mop all building stairwells.

INTERIOR BUILDING SURFACES CONSIST OF THE FOLLOWING:

1. Floors: Carpet, rubber flooring, sheet vinyl, terrazzo and tile
2. Walls: Paint, Glaze coat or impact plastic, ceramic tile, wood, fabric, glass block
3. Ceilings: Acoustical tile and gypsum, and specialty ceilings (metal etc.)
4. Windows: Aluminum frame with glass
5. Doors/Casework: Wood and metal

CLEANING OF RESTROOMS & ICU SWIVETTES

1. Empty trash cans, damp wipe inside and out and line with can liner
2. Clean mirror – insure no streaks
3. Clean dispensers – inside and out
4. Clean walls
5. Clean sinks - Wipe down; top and underside
6. Clean and sanitize toilets and urinals inside and out
7. Clean and sanitize both sides of toilet seats and lids

8. Wipe down dust on all surfaces

CONTRACTOR FURNISHED ITEMS

Equipment

Contractor shall provide, at his expense, all tools, machines and equipment necessary to perform the work as specified.

Rotary floor polishing, buffing and scrubbing machines shall have new brush pad drive assemblies made of non-porous materials. Extension cords shall not be used.

All wheeled and movable equipment must be equipped with protective non-marking wheels and rubber bumpers or guards around the entire perimeter. No part of the equipment (except handles) shall protrude beyond the rubber bumpers.

All vacuum equipment must have a hospital use microstatic impaction filtration system which will filter out dust and bacterial particles larger than 0.3 microns.

Upright vacuums must be heavy duty and have a motor driven beater brush.

Mop Buckets. May have a single or double compartment and shall be constructed of non-porous, acid resistant seamless material.

Disinfectant/Detergent: Phenolic based compound containing O-Phenylphenol, O-Bencyl-P-Chlorophenol, P-Tertiary Amylphenol. The disinfectant/detergent shall be currently Environmental Protection Agency (EPA) approved and registered as a tuberculocidal, pseudomonocidal, fungicidal, viricidal and have an HIV efficacy claim and a recommended use dilution even in hard water of 400 PPM (CaCO₃). The disinfectant/detergent shall be a phenolic based compound containing o-phenylphenol, O-bencyl-P-Chlorophenol, p-tertiary amylphenol. Use-dilution shall be that recommended by the Association of Official Analytical Chemists (AOAC) use dilution confirmation test. The disinfectant used shall be compatible in use with local area water, pH of the soil and the specific type of micro-organisms which may be prevalent in the local area.

Floor Finish - Liquid. The liquid shall be a synthetic co-polymer plastic (not a wax) water emulsion with a solids content of no less than 20%, removable by detergent scrubbing and safe for use on all synthetic floors such as rubber, vinyl and linoleum. It shall dry to a high gloss shine, be slip resistant, resist scuffing and water penetration.

Stripping Compound. This product must be purely synthetic, non-ionic, bio-degradable, and contain no animal or vegetable soaps, abrasive, bleach, alcohol, ammonia, or other ingredients which would produce any harsh, harmful or noxious odors or fumes either in use or in storage. It shall contain approximately 12% or more active ingredients, exclusive of water, in its concentrated form. When mixed in a 10% use-dilution, it must have a pH of not less than 7, nor more than 11.0.

Mop Heads. No oil base treatments are allowed. The chemical treatment shall not have a "flash point" of less than 330 degrees Fahrenheit and shall be free of saponifiable matter. The compound shall not heat spontaneously under service conditions. Total treatment residue in mop heads shall not exceed 28% by weight and shall contain no carbon residues.

Non-disposable mop heads are to be neutral colored, rayon or cotton yarn. Disposable mop heads may be of nonwoven fabric, or a lintless fabric consisting of textile fibers, or a combination of fibers and yarn, and be transparent or neutral in color.

Bowl Cleaner, Liquid Type, Triple-Action. This product must clean, deodorize, disinfect (triple action), not be noxious or cause irritating fumes in use, have a minimum phenol co-efficient of six, Food and Drug Administration (FDA) approved for S-Thyphosa, and be suitable for use in toilet bowls and urinals only. It must be fully inhibited to protect pipes and metal against corrosion.

Steel wool, abrasive metal cleaners, and any other harsh cleaning material or supply which could cause damage to University property shall not be used. Additionally, alcohol, ammonia, or other ingredients which would produce any harsh, harmful, or noxious odors or fumes shall not be used.

Mixing of Chemicals: Mixing of chemicals will be accomplished in areas near or having permanent eye wash stations only.

I.D. Badges: Each employee shall display on his/her uniform, the UC Davis Medical Center furnished Identification Badge at all times. Badges will be provided to Contractor employees during normal duty hours by the entry reception desk staff person.

If and where required the contractor shall provide hard hats, safety vest, safety glasses, appropriate footwear and any other protective items and shall ensure the use thereof.

Uniforms: All employees, except for the project manager or superintendent or their alternates, shall wear Contractor-furnished uniforms. The uniforms shall include contractor company logo or emblem and shall be maintained in a neat and clean condition.

Safety: The Contractor shall ensure all employees know, receive instruction on, and comply with all appropriate safety requirements, applicable Occupational Safety and Health Act (OSHA) and all Federal, State and local laws and regulations.

The Contractor shall display appropriate warning signs in all areas where housekeeping operations may cause traffic obstructions or personnel hazards.

The Contractor's personnel shall wear a clean uniform/clothing. Jewelry must be kept to a minimum.

The hospital is a smoke free environment; smoking is prohibited anywhere in the hospital or on the hospital grounds.

Flu shots maybe be required, University will provide final answer.

Security: Contractor shall be responsible for any card or lock-set key that are issued to contractor staff.

Hours of Operation: All work shall be accomplished during the hours, 7:00 a.m. - 5:00 p.m.

HARD SURFACE FLOOR PREP/TREATMENT

Complete all floor care based on manufacture recommendations.

NOTE: The flooring will need to be treated based on the information to be provided by the Hospital as to what areas require stripping and finishing and / or scrubbing / stripping without re-applying surface protection during the initial cleaning

1. Chemicals used will be reviewed and approved by Environmental Services Department management.
2. Provide material safety data sheets (MSDS) for cleaning supplies used.
3. Supplier to provide all chemicals, equipment, labor and supervision.

CLEANING STAFF

1. Each employee must pass a criminal background check.
2. Janitorial Contractor is responsible for obtaining the criminal background checks and maintaining employee training files for each employee.
3. Each employee must have a PPD skin test.

CLEANING SCHEDULE OF EVENTS

Initial cleaning will be for specific periods of time and be completed by floor or areas that are identified by the University. It is estimated at three weeks per PHASE. Exact schedule dates and details for the initial and final cleaning will be given at a later date and may be subject to change. The preliminary schedule follows:

PHASE ONE - Second floor: Start 7 December 2009 – Complete by 31 December 2009. An additional week is provided for the holiday period.

BID FOR PHASE ONE:

**(In addition to cost, include number of employees and projected hours per day and days required to complete).
Note: Each Phase can be billed and payment completed upon completion of work for that Phase and approval of satisfactory completion by UCDHS.*

PHASE TWO - Third floor: Start 4 January 2010 – Complete by 22 January 2010

BID FOR PHASE TWO:

*Reference notes for Phase One

PHASE THREE: - Ground floor: Start 25 January 2010 – Complete 12 February 2010

BID FOR PHASE THREE:

*Reference notes for Phase One

PHASE FOUR - First floor: Start 15 February 2010 – Complete by 5 March 2010

BID FOR PHASE FOUR:

*Reference notes for Phase One

The cleaning of the building is on the critical path and must be completed as outlined above to allow system furniture installation to start as scheduled. The cleaning contractor will be required to adjust work force size and hours of operation to meet this schedule.

There may be follow-up cleanings required as equipment is installed into various locations. Also, a final cleaning will be required just prior to inspection in the May – July 2010 timeframe.

BIDDER MUST HAVE PREVIOUS EXPERIENCE CLEANING IN LARGE-SCALE HOSPITAL ENVIRONMENTS AND PROVIDE REFERENCES ACCORDINGLY.

2.3 PROJECTED SCHEDULE OF ACTIVITIES

1. RFQ mailed to prospective bidders 10/28/09
2. SITE TOUR: 11/03/09, at 2:00 pm (allow 2 hours)
3. Questions from bidders by 11/6/09 by 2 pm
4. Responses from UCDHS by 11/13/09 by 4 pm
5. RFQ response submission deadline 11/18/09 by 3 pm

2.4 INVITATION TO BID AND RESPONSIBILITIES OF BIDDERS

UCDHS is hereby contacting prospective Bidders who have an interest or are known to do business relevant to this RFQ. 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.

2.5 INQUIRIES

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

Connie Stewart
Buyer III
University of California, Davis Health System
Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
(916)-734-3186
E-mail: connie.stewart@ucdmc.ucdavis.edu

2.6 ADDENDUM OR SUPPLEMENT TO RFQ

UCDHS may modify the RFQ 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 RFQ 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 RFQ.

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 RFQ unless the statements are contained in a written document identified as a written amendment to this RFQ.

2.7 QUOTATION SUBMISSION

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

The quotation package must be received on or before **11/18/09 at 3:00 pm**, at the address given below:

(In person, by courier or U.S. Mail)
Connie Stewart

RFQ # 09-316900-cj
University of California, Davis Medical Center
Purchasing Department
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

Quotations received after the RFQ 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 RFQ closing date. **Telegraphic, e-mail, facsimile and oral quotations shall not be accepted.**

A Bidder may withdraw its quotation anytime prior to the fixed deadline for receipt of quotations, **11/18/09 at 3:00 pm PST** (closing date), by submitting to the University contact, Connie Stewart, a written notification of its withdrawal, signed by the vendor or its authorized agent. The vendor may thereafter submit a new or modified quotation prior to such date and time set for receipt of quotation.

Quotations in the possession of the University at the closing time for receipt of quotations 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 quotations.

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

2.8 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.

2.9 RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFQ becomes the property of the University and will only be returned to the Bidder at the University's option.

2.10 INCURRING COSTS

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

2.11 ACCEPTANCE OF QUOTATION CONTENT

The contents of the quotation 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 or the University takes acquisition action in reliance upon the Bidder's response. Under these conditions, the University reserves the right to enter into negotiations with the next ranking Bidder on the same terms and conditions as set forth herein. The University reserves the right to reject all quotations received in response to this request for any reason or for no reason.

2.12 ACCEPTANCE TIME

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

2.13 ADDITIONAL DATA

The Bidder must submit any additional information or data not requested in this RFQ, which the Bidder believes it must be considered in the evaluation of a response.

2.14 BASIS OF AWARD

Award shall be made to the Bidder quoting the overall lowest cost, 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 three (3) references.
- **Responsiveness** - Bidder's demonstrated understanding of service and responsiveness as demonstrated by submitting all information designated and required with this RFQ.
- **Invoice Discounts** – Invoice prompt payment discounts will be considered if offered for a period of thirty (30) days or more.
- **Acceptance** - Of all University terms and conditions.

2.15 BIDDER SELECTION

The selection of a successful Bidder through this RFQ 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 RFQ have received a copy of the RFQ. However, if any Bidder feels they have been overlooked, they must contact the Purchasing Department, University of California, Davis Health System, to receive a copy of the RFQ.

2.16 SPECIFICATION REQUIREMENT

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

2.17 RFQ DISTRIBUTION

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

2.18 DISCLOSURE OF INFORMATION

All information and material submitted to the University in response to this RFQ may be reproduced by the University for the purpose of providing copies to authorized University personnel involved in the evaluation of the quotations 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 quotations 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 it confidential.
3. Such information is obtained lawfully from a third party.
4. Such information has been provided to a third party without confidentiality obligations.

2.19 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 quotation considered Bidder's must be well qualified in the following categories:

1. Ability to provide services as defined in the specifications.
2. Demonstrated track record providing similar services, to be evaluated from comments of Bidder references, (3 references required).

2.20 REFERENCES

The University requires at least three (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.

2.21 TERMS AND CONDITIONS

The University of California standard purchase order terms and conditions Appendix A, 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, Appendix A, 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 RFQ, 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 RFQ is contingent upon funding availability.

Any order resulting from this Request for Quotation 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 quotation costs and supporting all charges made by them under any contract resulting from this Request for Quotation. These records shall be retained by the contractor and subcontractor for a period of three years from the date of the expirations 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.

2.22 PAYMENT TERMS

University payment terms are Net 30. No payment will be made in advance of work performed, except as otherwise specified in this agreement.

2.23 LATE INTEREST CHARGES

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

2.24 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 RFQ 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.

2.25 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.

2.26 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.

SECTION 3.0
GENERAL INFORMATION

3.1 INSURANCE

The cleaning company must maintain all the necessary Comprehensive or Commercial Form General Liability Insurance, Workmen's Compensation, and Automobile Insurance as stated in Appendix A, Article 17. A Certificate of Insurance must be attached to the proposal.

3.2 LABOR PROVISIONS

- A. The building is presently under construction and the cleaners may have to schedule his work in cooperation with other contractors presently working at the contract site.
- B. Vendor must pay prevailing wages

3.3 SUPERVISION

- A. The Cleaning Company must designate in writing a Project Manager to oversee his crews and to maintain a liaison with the Owner. This Project Manager, or other appropriate representative, also designated in writing, who is in a supervisory capacity, must work closely with the Owner's Representative and other designated personnel to develop cleaning schedules.
- B. The Owner reserves the right to approve and/or reject the Project Manager designated to work with the Owner.
- C. During the actual cleaning the Cleaning Company shall keep the same representative and Project Manager on the job from beginning to the end, except to the extent illness or injury make such continuity impossible. This Project Manager will provide for a central point of contact for all departments.
- D. There shall always be a Project Manager from the cleaning crew on-site.

3.4 CHARACTER OF WORK AND WORKMEN

- A. The work must conform in all respects with the requirements of the contract.
- B. A strictly first-class operation will be insisted upon. No incompetence or carelessness, no drugs and/or use of alcohol will be tolerated.
- C. The Owner reserves the right to require the removal of any particular workman or workmen from the job at its sole discretion.

3.5 EMPLOYEE IDENTIFICATION

- A. The date on the Owner's written purchase order shall be the official starting date of the Cleaner's Contract.
- B. The cleaners shall begin preparatory work as set forth herein upon its receipt of a written purchase order, its furnishings of a performance bond, and its securing of all required insurance.

3.6 CHANGES, EXTRAS, ETC.

The Owner, without invalidating the contract, reserves the right to make any addition to, omission from, or changes in the work or equipment called for in the contract without notice.

Changes that involve any difference in contract price shall not be made except with a written change order from the Owner either increasing or decreasing the contract price.

3.7 PAYMENTS TO CLEANER

Payments to be make following completion of each PHASE as specified in Section 2.2, Scope of Work.

3.8 HOSPITAL REGULATIONS

All cleaning personnel must abide by the Owner's rules and regulations during the cleaning. These rules and regulations are applicable in the existing facilities, en-route to the new Pavilion and when in the new Pavilion. These rules include no smoking, no tobacco chewing, no food or beverages except in authorized areas. The Cleaners Manager and UCDHS will set predetermined breaks and locations.

The Cleaners Manager and staff will also agree to all terms as described on the standard purchase order issued by the Owner.

3.9 ACCEPTANCE OF BID BY OWNER SHALL CONSTITUTE CONTRACT

In the absence of a separate written Contract signed by both parties, the Cleaner's bid together with the Owner's purchase order signifying acceptance of that bid shall constitute a valid and binding Contract

3.10 PAYMENT TERMS

Net 30 days unless more favorable terms are included and accepted as part of bid package.

SECTION 4.0
PROPOSAL

PROPOSAL

A. The undersigned, after having examined the RFQ and any Addenda thereto, as well as the site of the proposed work, and being familiar with all conditions of the work, including availability of equipment and labor, hereby proposes and agrees to furnish all labor, material, tools and equipment necessary and required for the cleaning in accordance with costs and information given below. The information requested must be complete, truthful, and as accurate as possible.

BASIC CLEANING COST BREAKDOWN:

Cost of:	Hourly Technician Rate	\$ _____
	Project Manager Rate	\$ _____
	Equipment	\$ _____
	Cleaning Supplies	\$ _____
Total Cost of Cleaning		\$ _____

- a) State the number of permanent, professional full-time supervisors in his company.
 - b) State the number of permanent, full-time cleaning employees in his company who would commit to perform the cleaning.
 - 1. Workmen
 - 2. Supervisors
 - c) List all of the equipment that would be used in cleaning.
- 1) Indicate the number of employees that would be used as supervisors at both origin and destination.
 - 2) Designate the Project Manger who will oversee crews and maintain liaison with UC Davis Medical Center and individual Hospital Department representatives. Provide the Project Manager's resume, listing hospital cleaning projects completed, the approximate date, and at least three references from hospitals cleaned (include contact name, title, and phone number).
 - 3) List any conditions or restrictions the bidder wishes to impose.
 - 4) If the bidder uses any type of incentive or bonus system for its employees who will be working on this job, the bidder will explain that bonus system in detail. This disclosure is required regardless of whether the bonus system is wholly or partly funded by the fee earned for this project.
 - 5) The bidder will define regular working hours, regular working days, overtime hours, overtime days, holidays worked, holidays not worked and the holiday rate.
 - 6) Enclose with bid a list of at least three (3) comparable size hospital/clinic cleaning jobs performed by the Cleaning company within the past five-seven years.
- B. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this project.
- C. Receipt of the following Addenda to the specifications is hereby acknowledged:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Attachment A
Dress Code for Jobsite Tours

Here is an excerpt from Swinerton's Site Safety Manual:

PERSONAL PROTECTIVE EQUIPMENT:

1. Hardhats must be worn at all times and must meet CAL/OSHA requirements.
2. Appropriate eye protection shall be worn at all times and must meet ANSI requirements.
3. Highly Visible Safety Vests shall be worn by all employees. Vests must meet ANSI Standards.
4. Proper footwear is required - work boots with hard soles and leather uppers are required. No:
 - No tennis shoes
 - No open-ended shoes
 - No high heels
 - No low heels
 - No buckles
 - No snaps
 - No straps
5. No skirts, shorts or dresses allowed.

Of course there will be questions. Answers are:

1. We supply the hardhats out here.
2. We also supply safety glasses for those who are not wearing prescription glasses. If they have a prescription for glasses, we prefer they use their own glasses for safety.
3. We supply the vests out here.

Appendix 1 Contracted Services

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

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

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

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

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

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

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

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

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

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

All workers must be U.S. citizens or legal aliens in accordance with the "Immigration Reform and Control Act of 1986." All laws of the State of California consistent with the contractor's license must be followed. In accordance with UC Davis health System (UCDHS) policy, background checks may be conducted on all personnel involved in this service. The vendor shall conduct all such checks via reputable organizations and provide results to the UCDHS assigned department.

Pursuant to California Public contract Code, Section 10518, each vendor who enters into a contract with the University of California for \$10,000 or more shall list their supplier identification number on the contract

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

APPENDIX A

University of California, Terms and Conditions of Purchase

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

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

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

ARTICLE 4 - TERMINATION

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

- (1) the unit or pro rata order price for the performed and accepted portion; and
- (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

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

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

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

E. As used in this Article, the word "Seller" includes Seller and its 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	\$500,000
Products/Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	\$5,000,000

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 one million dollars (\$1,000,000) per occurrence. (REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

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

It is understood that the coverage and limits referred to under a. and b. 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 to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

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