The Regents of the University of California

REQUEST FOR PRICING

# KMS-EHSOHS-2012

FOR

Occupational Health Services

Date Issued: 30 October 2012

It is the Bidder's responsibility to read the entire document, any addendums and to comply with all requirements listed herein.

Issued By: University of California, Irvine

RFP Administrator: Kent Schofield, Senior Buyer
250 Public Service Building
Irvine, CA 92697

The information contained in this Request for Pricing (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.
RFP Summary

Title: Occupational Health Services, EH&S

Purpose: UCI's Environmental Health & Safety department is seeking proposals for the provision of occupational health services to selected UCI employees on an annual basis. A complete menu of required services is contained herein.

RFP Due Date: 16 November 2012

RFP Administrator
Kent Schofield
Senior Buyer
University of California, Irvine
Material & Risk Management Dept.
Irvine, California 92697

(949)824-6977
kschofield@uci.edu

RFP Schedule of Events *

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule. A Supplier shall be disqualified for failing to adhere to the performance dates and times specified below.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issue date</td>
<td>10/30/2012</td>
</tr>
<tr>
<td>Vendor return of Notice of Intent to submit bid</td>
<td>11/5/2012</td>
</tr>
<tr>
<td>Supplier site visits by EH&amp;S</td>
<td>11/21/2012</td>
</tr>
<tr>
<td><strong>Deadline for submission of proposal</strong></td>
<td>11/16/2012</td>
</tr>
<tr>
<td>Anticipated award date</td>
<td>11/26/2012</td>
</tr>
</tbody>
</table>

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP.

Exhibits, Appendices, Supplements and Attachments

University of California Terms and Conditions of Purchase  Appendix “A”

Pricing Form  Attachment 1

It is the Bidder's responsibility to read the entire document, any addendums and to comply with all requirements listed herein.
SECTION 1: GENERAL INFORMATION

1.1.0 Purpose & Objectives of the RFP
The UCI department of Environmental Health and Safety is seeking a partner for the implementation of an employee Occupational Health Surveillance Program. The purpose of the Occupational Health Surveillance Program is to help assure the health of UCI employees who: Have workplace exposure to particular health hazards (e.g., high noise levels, animal allergens) known to pose risk for a potentially serious health condition, illness, or injury; or perform specific work tasks (e.g., respirator use, work with asbestos) that require a certain degree of health and fitness to assure employee and/or public health and safety.

Program requirements are established to meet or exceed Cal/OSHA and other applicable regulatory and consensus industry standards
Participating employees typically undergo a medical work history and in some cases, medical examination by a licensed physician. These screenings are used to establish an initial baseline of the employees’ health and then used to monitor their future health as they pertain to potential occupational exposures to hazardous agents.

1.2.0 About UC Irvine
University of California, Irvine was established in 1965 and is part a ten-campus statewide University of California system. UC Irvine is a top-ranked university dedicated to research, scholarship and community service. UC Irvine is among the fastest-growing University of California campuses, with nearly 28,000 undergraduate and graduate students and about 1,100 faculty members. The second-largest employer in dynamic Orange County, UC Irvine contributes an annual economic impact of $4 billion. To learn more about UC Irvine, please visit: http://uci.edu/info.html

This RFP is issued on behalf of the UCI Dept. of Environmental Health & Safety.

More information about the UCI Alumni Association can be found at: http://www.ehs.uci.edu

1.3.0 Communications Regarding the RFP
This RFP and any subsequent addenda to it, is being issued by UCI Purchasing & Contracts. The following individual is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only person authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the RFP Administrator:

    Kent Schofield
    Senior Buyer
    Phone: (949)824-6977
    Fax: Not accepted for bid submission
    Email: kschofield@uci.edu

Addenda to this RFP will be distributed via email only to those bidders that have either returned their “Notice of Intent to Respond to RFP” or have requested the RFP from the UC Irvine RFP Administrator

1.4.0 Instructions for Submitting Proposals
Prior to submitting your RFP, please email the RFP Administrator you company’s intention to bid or not. The required date for this communication is 5 November 2012 – see above for RFP Administrator information.

Proposals must follow the format specified in this RFP. Bids must be signed by a company officer authorized to enter into agreements on behalf of the Supplier. The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by UC Irvine. Proposals must provide a complete response to all requirements stated in the RFP and comply with the specifications and all applicable regulations. Proposals must include the same section titles used below (Bid Response Section), and in the same order. Incomplete proposals are subject to disqualification, as they shall be deemed non-responsive.
Proposals must be submitted in a Microsoft Office Word™ format as submitted. The signature page must be signed and submitted as a .pdf file and must accompany the email proposal. Other attachments may be in other file formats, but should only use commonly-available programs (i.e., no proprietary file extensions/programs).

1. Bidders must submit one (1) proposal with the Attachment 1 Pricing response, Section 4 as a separate attachment to the RFP (a .pdf file is acceptable for Attachment 1) to the Administrator at kschoifie@uci.edu. A signature on Attachment 1 is required.
2. Bidders must complete and submit section 2.4.0 Minimum Mandatory Requirements as a part of their proposal.
3. Bidders must complete and submit section 3 Bidder’s Response as a part of their proposal.
4. Proposals sent via fax (facsimile) will be rejected and deemed non-responsive.

Electronic Copies, Signatures, and Amendments or Changes: The parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. For purposes of this RFP, “original signature” shall include an ink or digital signature.

1.5.0 Late Proposals
Any Proposal or modification to a Proposal received after the exact time and date specified for receipt will not be considered, unless it is received before an award is made, and
1. it was sent by registered or certified mail with the date no later than five calendar days prior to the date submission due date and time; or
2. it was sent by mail and it is determined by UC Irvine that the Bidder has demonstrated to the satisfaction of UC Irvine that it was submitted timely and arrived late through no fault of the Bidder; or
3. late receipt was due solely to mishandling by UC Irvine; or
4. it is the only Proposal received.

1.6.0 Proposal Evaluation
This solicitation, the evaluation of proposals and the award of any resulting agreement shall be made in conformance with applicable University policies and California law. The RFP administrator reserves the right to withdraw this RFP provided it has not already awarded a contract to one of the bidders or began negotiations with the apparent awardee. The RFP administrator reserves the right to accept or reject quotations in part or in whole, without further discussion. All documents submitted hereto will become the exclusive property of the Regents of the University of California and will not be returned.

Any agreement(s) resulting from this RFP will be awarded to the responsive and responsible bidder(s) whose proposal offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of services offered and any other miscellaneous items.

Proposals will be evaluated using a four step evaluation method.

Step 1: Proposals will be reviewed to determine if they are “administratively responsive” (all required items provided, all deadlines met, all forms filled out completely, proposal formatted and submitted as required, etc.).

Step 2: The bidder’s responses from Section 3 will be evaluated by the University using a quality points system. The evaluator(s) will examine each Supplier’s narrative response through the application of uniform criteria, evidencing its ability to meet or exceed the requirements for the provision of health screening. In addition to materials provided in the proposals, the evaluator(s) may request additional information from the supplier and others which may include site visits, oral presentations, product testing, additional material/ information or references to make their determination of quality points awarded. However, UCI will not do internet research or other inquiries for purposes of supplementing Supplier’s Proposal submission in order to assist Supplier in meeting the submission requirements.

Step 3: Financial (Pricing) Proposals (attachment 1) are reviewed to determine Total Cost.

Step 4: (Optional) Supplier(s) may be selected as a finalist and undergo further evaluation or as an apparent awardee. These supplier(s) proposals will be reviewed to determine if they are “Financially Responsible”.

Quality Point Calculations;

Determination of Quality Points Factors that will be used to evaluate proposals may include the following, however other pertinent factors may also be considered:

- Supplier Qualifications
• Supplier Service Capabilities
• Supplier Technology Capabilities [reserved]
• Supplier Technical Mandatory Requirement
• Supplier Technical Desirable Criteria (Doctors certification and accreditation in relevant field)
• Supplier Available hours
• Supplier Proximity to the campus

All quality points awarded by individual evaluators will be averaged per category and each category will be added together to compile a total quality points score for each Supplier. The total cost is then divided by the total quality points score. The proposal offering the lowest cost per quality point (CPQP) for any of the specified cost factors will be recommended for award. **Bidders must meet a minimum Quality Points threshold of 70% to be considered for further analysis.**

Should the Bidder with the proposal offering lowest CPQP refuse or fail to accept the tendered contract, the award may be made offered to the Bidder with the second lowest CPQP, or then to the third in the event of further failure to accept.

The University may waive irregularities in a proposal provided that, in the judgment of the University, such action will not materially change the proposal, negate fair competition and will permit proper comparative evaluation of proposals submitted. The University’s waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal documents or excuse the Bidder from full compliance with the Request for Proposal specifications in the event the contract is awarded to that bidder.

The University reserves the right to accept or reject any or all bids, make more than one award, or no award. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the Bidder’s proposal as accepted by the University.

**1.7.0 Proposal Preparation Costs**

All costs incurred in the preparation and submission of proposals and related documentation, including bidder presentations to UC Irvine, will be borne by the Bidder.

**1.8.0 Errors and Omissions**

If the bidder discovers any discrepancy, error or omission in this RFP or any of its Attachments, Appendices, Exhibits or Addenda; notify UC Irvine immediately and a written addendum which includes clarification/notification will be issued to all bidders who have submitted a “Notice of Intent to Respond” and the addendum will be posted on the Bid and Contract Opportunities website.

**1.9.0 Proposal Acceptance Period**

All bids shall remain available for University acceptance for a minimum of 90 days following the RFP closing date.

**1.10.0 Disclosure of Records and Confidentiality of Information**

This RFP, together with copies of all documents pertaining to any award or agreement, if issued, shall be kept for the period required by law and made part of a file or record which shall be open to public inspection. If the Bidder’s response contains any trade secrets or proprietary information that should not be disclosed to the public or used by University for any purpose other than evaluation of the response, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION".

All information submitted as part of a response after an award has been made, must be open to public inspection (except items marked as “Confidential Information” and considered trade secrets under the California Public Records Act). Should a request for information be made of the University that has been designated as confidential by the Bidder and on the basis of that designation, University denies the request for information; the Bidder shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

**1.11.0 Audit Requirements**

Any potential agreement, as well as business records including invoices and payroll records associated with performance of the work contracted as a result of this RFP shall be subject to examination and audit by the University and any
authorized Federal or State of California Agency for a period of three (3) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the awarded agreement.

1.12.0 Marketing References
The successful bidder shall be prohibited from making any reference to the University, in any announcement, news release, literature, promotional material, brochures or sales presentations without the express written consent of the UC Irvine Purchasing and Contracts Department.

The University of California trademarks are protected by Federal Trademark and California State laws and any use, of any UC Trademarks is prohibited, in whole or in part, without the prior written consent of the UC Irvine Purchasing and Contracts Department, as applicable.

1.13.0 Insurance Requirements
If work is to be performed on University premises, bidder(s) shall furnish a certificate of insurance acceptable to the University (see Appendix “A”, Article 17). All certificates shall name the Regents of the University of California as an additional insured on a separate endorsement. The certificate must be submitted to the RFP Administrator prior to the execution of a final agreement and/or commencement of onsite work.

1.14.0 University of California Terms and Conditions of Purchase
The University of California Terms and Conditions of Purchase, “A”, Supplements 5 and 5.1, and Exhibits A-C are referenced and made fully a part of this solicitation in the form of attachments as stated on page one (1) entitled “Exhibits, Appendices, Supplements and Attachments”. Bidders must open, read and agree to or complete the required documents in order to be considered for this bid opportunity.

1.15.0 Contract Award
It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of three (3) years with two (2) one (1) year options to renew upon mutual agreement under the same terms and conditions of this RFP and Suppliers response hereto.

1.16.0 Order of Precedence
In matters of conflicts of terms, the order of precedence shall be as follows: 1.) Final Contract(s) awarded from the RFP; 2.) The RFP Document and any subsequent Addenda; 3) Supplier’s response to the RFP; 4.) The University of California Standard Terms and Conditions of Purchase – Appendix A.
SECTION 2: REQUIREMENTS AND SCOPE

2.1.0 Contract Details
The purpose of this Request for Proposal (RFP) is to invite prospective companies to furnish occupational health services per the scope of work PER Section 1.1.0 Purpose and Objectives of the RFP.

Type of Contract: Firm, fixed for the contract period.

2.2.0 Services offered
The Bidder will be required to be able to perform the following for each UCI employee as requested by the EH&S department:

Review LAOHP questionnaires, histories & physical exams performed by licensed physicians
Emergency Response Team, ERT/Hazardous Waste (Baseline & Periodic)
Cal-OSHA Respirator Questionnaire Review (without phone call)
Cal-OSHA Respirator Questionnaire Review (with phone call)
Cal-OSHA Medical Clearance for Respirator Use
Animal Care Handler Medical Surveillance Examination
Infectious Agent Examination (Baseline & Periodic)
Formaldehyde Medical Surveillance Examination
Asbestos Medical Surveillance Examination (Baseline)
Asbestos Medical Surveillance Examination (Periodic)
Pesticide Applicators/Nursery/Landscapers (Baseline & Periodic)
Lead Surveillance (Baseline & Periodic)
Hearing Conservation Examination (Baseline & Periodic)
Chest x-ray, 2 views (PA and LAT)
Chest x-ray (PA and Left & Right Obliques)
B-reader (Asbestos Surveillance)
Cardiology review of abnormal ECG
Vision (Titmus)
Ishihara (Color Vision)
Snellen (Far Vision)
Farnsworth (Color Vision)
Treadmill (Sub-max)
Blood Lead (lead worker)
ZPP
Urine heavy metals
RBC Cholinesterase
Plasma (Serum) Cholinesterase
Drug Testing (pre-placement exam)
Phlebotomy
Occupational Physician Consulting Service (including vaccine consultation, reproductive health, allergy assessment)

VACCINES:
Hepatitis A (1 dose)**
Hepatitis A series (2-doses)**
Hepatitis B (1 dose)**
Hepatitis B series (3-doses)**
Hepatitis B titer
Hepatitis C titer
Varicella titer
Vaccinia
Tetanus Diphtheria (Td)**
Tetanus Diphtheria Acellular Pertussis (Tdap)**
MMR**
PPD (Skin Test for TB 1 or 2-step)
Rabies (single dose)**
Rabies series (3 doses)**
Fee for on campus Vaccines (1-day)

The following are job description-specific evaluations that are to be performed for each UCI employee as requested by the EH&S department:
1. Emergency Response Team (ERT/Hazardous Waste)
   Pre-placement and Annual or Biannual, and Termination
   Exam & Testing Components:
   (1) Review of Medical, Occupational & Exposure History
   (2) Review of Cal-OSHA Respirator Questionnaire
   (3) Review of Job Description
   (4) Complete physical examination
   Testing: Audiometry
   Vision (with color/depth)
   Spirometry
   Electrocardiogram
   *Chest x-ray- 2 views (at baseline, every 4 years)
   Labs: Completed at baseline (Annual or Biannual as medically indicated):
   (1) Complete blood count
   (2) Blood chemistry panel
   (3) Lipid panel
   (4) Urinalysis
   Vacinations:*IF MEDICALLY INDICATED, AT AN ADDITIONAL COST
   *Tetanus diphtheria
   *Hepatitis B
   Reports to submit to EH&S
   (1) Completion of Employer Exam Report to EH&S
   (2) Completion of Medical Clearance for Respirator Use to EH&S
   (3) Results of Exam to employee with copies of forms listed above

2. Respirator Clearance Examinations
   Exam & Testing Components
   (1) Review of Medical, Occupational & Exposure History
   (2) Review of Cal-OSHA Respirator Questionnaire
   (3) Review of Job Description (including respirator types used)
   (4) Physical Examination with focus on ability to be medically cleared for respirator use
   Testing: Spirometry
   Reports:
   (1) Completion of Employer Exam Report to EH&S
   (2) Completion of Medical Clearance for Respirator Use to EH&S

3. Cal/OSHA Respirator Questionnaire Review by Physician (no exam included)
   This evaluation includes Cal-OSHA medical clearance for respirator use.
   The exam is not included.
   Without phone call $________
   OR
   With phone call to the patient $________
   Reports:
   (1) Completion of Employer Exam Report to EH&S
   (2) Completion of Medical Clearance for Respirator Use to EH&S

4. Animal Care Handler Examination (including ABSL-3, select agents' tier 1)
   Exam & Testing Components:
   (1) Review of Medical, Occupational & Exposure History
   (2) Review of Animal Handler Questionnaire
   (3) Review of Cal-OSHA Respirator Questionnaire
   (4) Review of Job Description/ Duties
   (5) Physical examination
   Testing: Spirometry
   Labs: *HIV test (baseline, ABSL-3)
   *F. Tularemia titer test (baseline, ABSL-3)
   Vaccination *Tetanus diphtheria (every 10 years)
   *Hepatitis B
   *Other vaccinations IF MEDICALLY INDICATED, AT AN ADDITIONAL COST
   Reports:
   (1) Completion of Employer Exam Report to EH&S
   (2) Completion of Medical Clearance for Respirator Use to EH&S
   (3) Results of Exam to employee with copies of forms listed above

5. Infectious Agents (including RG pathogens)
   Exam & Testing Components:
   (1) Review of Medical, Occupational & Exposure History
   (2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description/ Duties
(4) Physical examination
Testing: Spirometry
Labs: Baseline titers as appropriate to the agent
Vaccination as appropriate at an additional cost

Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

6. Formaldehyde
Examination complies with Cal/OSHA standard: Title 8 Subchapter 7. General Industry Safety
5217. Formaldehyde).
Exam & Testing Components:
(1) Review of Medical, Occupational & Exposure History
(2) Review of Formaldehyde Questionnaire
(3) Review of Cal-OSHA Respirator Questionnaire
(4) Review of Job Description
(5) Physical examination with focus on irritant and sensitizing effects of formaldehyde
Testing: Spirometry (baseline and annual for respirator users)
Vaccination: *Other vaccinations *IF MEDICALLY INDICATED, AT AN ADDITIONAL COST

Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

7. Asbestos Medical Surveillance Examination (Baseline and Periodic)
(Examination complies with Cal/OSHA standard: Title 8, Subchapter 7. General Industry Safety
§5208. Asbestos).
Exam & Testing Components
(1) Review of Medical, Occupational & Exposure History
(2) Review of Asbestos Questionnaire
(3) Review of Cal-OSHA Respirator Questionnaire
(4) Review of Job Description
(5) Physical examination with a focus on respiratory, cardiovascular and digestive tract.
Testing: Spirometry
FOBT (annually if > 40 yrs old OR 10 yrs since initial asbestos exposure)
Radiology Chest x-ray and B-read at baseline (PA)
*B-read of PA film
*Refer to table below for frequency of chest roentgenogram
*IF MEDICALLY INDICATED

Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

FREQUENCY OF CHEST ROENTGENOGRAM (Asbestos Surveillance)
Table - Frequency of Chest Roentgenogram
<table>
<thead>
<tr>
<th>Years since first exposure</th>
<th>Age of employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15 to 35</td>
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<tr>
<td></td>
<td>35+ to 45</td>
</tr>
<tr>
<td></td>
<td>45+</td>
</tr>
</tbody>
</table>

0 to 10
10+  Every 5 years
Every 5 years  Every 5 years
Every 2 years  Every 5 years
Every 1 year

8. Pesticide Applicators/Nursery/Landscapers (Baseline and Periodic)
Exam & Testing Components
(1) Review of Medical, Occupational & Exposure History
(2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description
(4) Physical
Testing: Spirometry
Vision (Titmus)
*Chest x-ray: 2 views, PA/LAT (at baseline and if medically indicated)
Completed at baseline (Annual or more frequently, as medically indicated):
(1) RBC and plasma cholinesterase (at baseline, repeat cholinesterase after 72 hrs)
*IF MEDICALLY INDICATED, AT AN ADDITIONAL COST
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

9. Lead Surveillance Examination (Baseline and Periodic)

Exam & Testing Components
(1) Review of Medical, Occupational & Exposure History
(2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description
(4) Physical examination
Testing: Spirometry
Labs: Completed at baseline (Annual and Biannual as medically indicated)
(1) Blood lead level
(2) ZPP
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

10. Hearing Conservation Examination (Baseline and Periodic)

Exam & Testing Components
(Examination and testing complies with Cal-OSHA standard: Subchapter 7. General Industry Safety Orders; Group 15. Occupational Noise; Article 105. Control of Noise Exposure) by CAOHC certified technician

Screening
(1) Complete hearing survey
(2) Examiner review of workplace noise exposure assessment
(3) Focused exam of ears
(4) Examiner interpretation of results
(5) Review use of hearing protection devices

Testing: Audiometry
Reports:
(1) Completion of Employer Exam Report to EH&S

2.3.0 Minimum Mandatory Requirements

Mandatory Requirements are defined as requirements essential to the University for bid consideration. Automatic disqualification from the bidding process will result from Bidder’s failure to agree and/or be in compliance with any one or more the following requirements. Indicate acceptance by placing an “X” next to “Agree”.

Submit this form along with your bid.

<table>
<thead>
<tr>
<th>UCI Requirement</th>
<th>Bidder Acknowledge</th>
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<tbody>
<tr>
<td>2.3.1 Proposals must not contain any provisions reserving the right to accept or reject an award or to enter into an agreement containing terms and conditions that are contrary to those in the solicitation.</td>
<td>Agree ___</td>
</tr>
<tr>
<td>2.3.2 Bidders must meet a minimum Quality Points threshold of 70%. Please refer to Section 1.8.0 “Proposal Evaluation and Contract Award” for definition of the quality points system.</td>
<td>Agree ___</td>
</tr>
<tr>
<td>2.3.3 Bidders must be able to maintain the necessary insurance (See Article 17 of the enclosed University of California Terms and Conditions of Purchase).</td>
<td>Agree ___</td>
</tr>
<tr>
<td>2.3.4 Bidders must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.</td>
<td>Agree ___</td>
</tr>
<tr>
<td>2.3.5 All Bidders should be sure to include your business classification and</td>
<td>Agree ___</td>
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<tr>
<td>2.3.6</td>
<td>Bidders guarantee bids shall remain available for University acceptance for a minimum of 90 days following the RFP closing date.</td>
</tr>
<tr>
<td>2.3.7</td>
<td>Bidder confirms understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered.</td>
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<tr>
<td>2.3.8</td>
<td>Bidder’s proposal should be signed by an Officer or employee duly authorized to legally bind the entity submitting the Proposal.</td>
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</table>
### SECTION 3: BIDDER'S RESPONSE

**Provider Questions**

<table>
<thead>
<tr>
<th>QUESTION NUMBER</th>
<th>QUESTION</th>
<th>RESPONSE (Separate sheet may be used)</th>
</tr>
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<tbody>
<tr>
<td>3.1</td>
<td>Describe your procedures to support HIPAA requirements</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Describe how and when will results be conveyed to employee and to employer</td>
<td></td>
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<tr>
<td>3.3</td>
<td>Describe your recordkeeping procedures that illustrate compliance with the requirements of 29 CFR 1910.1020</td>
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<tr>
<td>3.4</td>
<td>Describe your compliance with OSHA requirements that allow access to medical records by employer</td>
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<tr>
<td>3.5</td>
<td>Describe the length of time medical record shall be available to the employer</td>
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<tr>
<td>3.6</td>
<td>List the number of physicians or other essential personnel</td>
<td></td>
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<tr>
<td>3.7</td>
<td>List your average wait time</td>
<td></td>
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<tr>
<td>3.8</td>
<td>Are walk-ins available?</td>
<td></td>
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<tr>
<td>3.9</td>
<td>Are audio, vision and pulmonary function testing on site?</td>
<td></td>
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<tr>
<td>3.10</td>
<td>Is a laboratory on site?</td>
<td></td>
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<tr>
<td>3.11</td>
<td>Are X-rays performed on site?</td>
<td></td>
</tr>
<tr>
<td>3.12</td>
<td>Do you have or have access to a certified Occupational Health physician (COHN), a certified toxicology MD or an Infectious Disease specialist in house?</td>
<td></td>
</tr>
<tr>
<td>3.13</td>
<td>List your distance from the University</td>
<td></td>
</tr>
<tr>
<td>3.14</td>
<td>List your days and hours of operation</td>
<td></td>
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<tr>
<td>3.15</td>
<td>Provide a list of the languages spoken by your physicians and staff. Do you have forms available in other languages besides English?</td>
<td></td>
</tr>
<tr>
<td>3.16</td>
<td>Can you provide on-site services (vaccines, patient consults, PFT's, TB skin tests and blood draws)?</td>
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<tr>
<td><strong>3.17</strong></td>
<td>When work restrictions are identified, what steps do you take to communicate those restrictions to the employer/HR. Who from your company works with HR staff to develop specific work restrictions and accommodations? Are physicians available via telephone for conference calls or other consultation?</td>
<td></td>
</tr>
<tr>
<td><strong>3.18</strong></td>
<td>Will employee be notified for re-evaluation appointments (such as annual visit, biannual visit, next vaccine schedule)? List all.</td>
<td></td>
</tr>
<tr>
<td><strong>3.19</strong></td>
<td>How do you communicate with the employee and the University if there is a missed appointment?</td>
<td></td>
</tr>
<tr>
<td><strong>3.20</strong></td>
<td>Is there a charge for a no show visit?</td>
<td></td>
</tr>
<tr>
<td><strong>3.21</strong></td>
<td>Do you provide occupational history forms for every first/annual visit? Please submit examples of the forms used.</td>
<td></td>
</tr>
<tr>
<td><strong>3.22</strong></td>
<td>Describe your referral process. What paperwork do you need for an authorization?</td>
<td></td>
</tr>
<tr>
<td><strong>3.23</strong></td>
<td>If additional services are needed while patient is in the clinic – how will you obtain authorization prior to providing these services?</td>
<td></td>
</tr>
<tr>
<td><strong>3.24</strong></td>
<td>Are there any penalties, extra or misc. fees that the University would be subject to above and beyond those charges listed in Attachment 1? List all.</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 4: PRICING

4.1.0 Price Quotation
Please complete Attachment 1, based on specified UC Irvine requirements as defined in this RFP. The response may be submitted as a .pdf file and must be signed in order to be considered “responsive”. Please submit Attachment 1 separately from your Bid response.

4.2.0 Price Protection
Discounts quoted may not decrease for the term of the agreement. Pricing changes, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must be the result of negotiations between the parties. Price increases for any agreement renewal periods must be supported by documented evidence of price increases.

4.3.0 Prompt Payment and Additional Discounts
Bidders may quote discounts offered for early payment. The payment terms for agreements awarded as a result of this RFP will be Net 30 Days with the thirty (30) day clock beginning with the receipt of a valid and accurate invoice and ending upon the University transferring of funds to the suppliers’ account.

Bidders are encouraged to submit any additional discounts that would provide the University with cost savings.

4.4.0 Alternative Proposals
Bidders are encouraged to submit alternate proposals that would further our goal of reducing expenses and offering optimum value. Alternate proposals will be considered only if the original proposal requirements of the RFP are met in the manner specified. Alternate proposals are to be submitted at the time of original proposal. They are to be separate from the original proposal and clearly marked “ALTERNATE PROPOSALS”.

DATE: ____________________________________________

BIDDER: ____________________________________________

UC Irvine:

The undersigned, as Bidder, hereby declares that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it has examined the Request for Quote and all other contract documents and has read all of the Addenda (if applicable) furnished prior to the Bid due date and understands the conditions and restrictions under which the services must be provided and the time within which the services must be performed.

The Bidder agrees, if this Bid is accepted, to furnish all necessary tools, equipment, supplies, labor, management, supervision, direction, services and incidentals necessary to perform and complete within the time specified the services covered by this RFQ and to furnish evidence of the required insurance.

The Bidder agrees that all filter quantities shown are estimates only and may be increased or decreased over the life of the order as required by the University.

The Bidder further agrees not to withdraw this Bid for a period of thirty (30) days after the time and date set for receipt of Bids.
Company: 

Bids pricing for the following:

Payment terms: __________

UCI EH&S shall designate employee(s) eligible to receive the following services. Cost is per instance. Annual Minimum of 200 employees with a maximum of 1000, total:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review LAOHP questionnaires, histories &amp; physical exams performed by licensed physicians</td>
<td></td>
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<tr>
<td>Emergency Response Team, ERT/Hazardous Waste (Baseline &amp; Periodic)</td>
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<tr>
<td>Cal-OSHA Respirator Questionnaire Review (without phone call)</td>
<td></td>
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<tr>
<td>Cal-OSHA Respirator Questionnaire Review (with phone call)</td>
<td></td>
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<tr>
<td>Cal-OSHA Medical Clearance for Respirator Use</td>
<td></td>
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<tr>
<td>Animal Care Handler Medical Surveillance Examination</td>
<td></td>
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<tr>
<td>Infectious Agent Examination (Baseline &amp; Periodic)</td>
<td></td>
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<tr>
<td>Formaldehyde Medical Surveillance Examination</td>
<td></td>
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<tr>
<td>Asbestos Medical Surveillance Examination (Baseline)</td>
<td></td>
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<tr>
<td>Asbestos Medical Surveillance Examination (Periodic)</td>
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<tr>
<td>Pesticide Applicators/Nursery/Landscapers (Baseline &amp; Periodic)</td>
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<tr>
<td>Lead Surveillance (Baseline &amp; Periodic)</td>
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<tr>
<td>Hearing Conservation Examination (Baseline &amp; Periodic)</td>
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<tr>
<td>Chest x-ray, 2 views (PA and LAT)</td>
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<tr>
<td>Chest x-ray (PA and Left &amp; Right Obliques)</td>
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<tr>
<td>B-reader (Asbestos Surveillance)</td>
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<tr>
<td>Cardiology review of abnormal ECG</td>
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<tr>
<td>Vision (Titmus)</td>
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<tr>
<td>Ishihara (Color Vision)</td>
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<td>Snellen (Far Vision)</td>
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<td>Farnsworth (Color Vision)</td>
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<tr>
<td>Treadmill (Sub-max)</td>
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<td>Blood Lead (lead worker)</td>
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<tr>
<td>ZPP</td>
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<td>Urine heavy metals</td>
<td></td>
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<tr>
<td>RBC Cholinesterase</td>
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<tr>
<td>Plasma (Serum) Cholinesterase</td>
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<tr>
<td>Drug Testing (pre-placement exam)</td>
<td></td>
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<tr>
<td>Phlebotomy</td>
<td></td>
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<tr>
<td>Occupational Physician Consulting Service (including vaccine consultation, reproductive health, allergy assessment)</td>
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</tbody>
</table>
**VACCINES:**

<table>
<thead>
<tr>
<th>Vaccine</th>
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</thead>
<tbody>
<tr>
<td>Hepatitis A (1 dose)**</td>
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<tr>
<td>Hepatitis A series (2-doses)**</td>
</tr>
<tr>
<td>Hepatitis B (1 dose)**</td>
</tr>
<tr>
<td>Hepatitis B series (3-doses)**</td>
</tr>
<tr>
<td>Hepatitis B titer</td>
</tr>
<tr>
<td>Hepatitis C titer</td>
</tr>
<tr>
<td>Varicella titer</td>
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<tr>
<td>Vaccinia</td>
</tr>
<tr>
<td>Tetanus Diptheria (Td)**</td>
</tr>
<tr>
<td>Tetanus Diptheria Acellular Pertussis (Tdap)**</td>
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<tr>
<td>MMR**</td>
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<tr>
<td>PPD (Skin Test for TB 1 or 2-step)</td>
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<tr>
<td>Rabies (single dose)**</td>
</tr>
<tr>
<td>Rabies series (3 doses)**</td>
</tr>
<tr>
<td>Fee for on campus Vaccines (1-day)</td>
</tr>
</tbody>
</table>

The following are the types of services to be provided to employees referred by UCI EH&S:

1. **Emergency Response Team (ERT/Hazardous Waste)**
   
   Pre-placement and Annual or Biannual, and Termination
   
   Exam & Testing Components:
   
   (1) Review of Medical, Occupational & Exposure History
   (2) Review of Cal-OSHA Respirator Questionnaire
   (3) Review of Job Description
   (4) Complete physical examination
   
   Testing: Audiometry
   
   Vision (with color/depth)
   Spirometry
   Electrocardiogram
   *Chest x-ray- 2 views (at baseline, every 4 years)

   Labs: Completed at baseline (Annual or Biannual as medically indicated):
   
   (1) Complete blood count
   (2) Blood chemistry panel
   (3) Lipid panel
   (4) Urinalysis

   **Vaccinations:** *IF MEDICALLY INDICATED, AT AN ADDITIONAL COST*
   
   *Tetanus diphtheria
   *Hepatitis B

   **Reports to submit to EH&S**
   
   (1) Completion of Employer Exam Report to EH&S
   (2) Completion of Medical Clearance for Respirator Use to EH&S
   (3) Results of Exam to employee with copies of forms listed above

   **COST FOR THIS SERVICE: $____________**
2. **Respirator Clearance Examinations**
Exam & Testing Components:
(1) Review of Medical, Occupational & Exposure History
(2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description (including respirator types used)
(4) Physical Examination with focus on ability to be medically cleared for respirator use
Testing: Spirometry

**Reports:**
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S

**COST FOR THIS SERVICE: $____________**

3. **Cal/OSHA Respirator Questionnaire Review by Physician (no exam included)**
This evaluation includes Cal-OSHA medical clearance for respirator use.
The exam is not included.
**Without phone call $ ______________**
OR
**With phone call to the patient $ ______________**

**Reports:**
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S

4. **Animal Care Handler Examination (including ABSL-3, select agents’ tier 1)**
Exam & Testing Components:
(1) Review of Medical, Occupational & Exposure History
(2) Review of Animal Handler Questionnaire
(3) Review of Cal-OSHA Respirator Questionnaire
(4) Review of Job Description/ Duties
(5) Physical examination
Testing: Spirometry
Labs: *HIV test (baseline, ABSL-3)
* F. Tularemia titer test (baseline, ABSL-3)
Vaccination *Tetanus diphtheria (every 10 years)
*Hepatitis B
*Other vaccinations IF MEDICALLY INDICATED, AT AN ADDITIONAL COST

**Reports:**
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

**COST FOR THIS SERVICE: $____________**

5. **Infectious Agents (including RG pathogens)**
Exam & Testing Components:
(1) Review of Medical, Occupational & Exposure History
(2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description/ Duties
(4) Physical examination
Testing: Spirometry
Labs: Baseline titers as appropriate to the agent
Vaccination as appropriate at an additional cost
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

COST FOR THIS SERVICE: $__________

6. Formaldehyde
Exam & Testing Components:
(1) Review of Medical, Occupational & Exposure History
(2) Review of Formaldehyde Questionnaire
(3) Review of Cal-OSHA Respirator Questionnaire
(4) Review of Job Description
(5) Physical examination with focus on irritant and sensitizing effects of formaldehyde
Testing: Spirometry (baseline and annual for respirator users)
Vaccination: *Other vaccinations *IF MEDICALLY INDICATED, AT AN ADDITIONAL COST
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

COST FOR THIS SERVICE: $__________

7. Asbestos Medical Surveillance Examination (Baseline and Periodic)
Exam & Testing Components
(1) Review of Medical, Occupational & Exposure History
(2) Review of Asbestos Questionnaire
(3) Review of Cal-OSHA Respirator Questionnaire
(4) Review of Job Description
(5) Physical examination with a focus on respiratory, cardiovascular and digestive tract.
Testing: Spirometry
FOBT (annually if > 40 yrs old OR 10 yrs since initial asbestos exposure)
Radiology Chest x-ray and B-read at baseline (PA)
*B-read of PA film
*Refer to table below for frequency of chest roentgenogram
*IF MEDICALLY INDICATED
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

COST FOR THIS SERVICE: $__________
FREQUENCY OF CHEST ROENTGENOGRAM (Asbestos Surveillance)

Table - Frequency of Chest Roentgenogram

<table>
<thead>
<tr>
<th>Years since first exposure</th>
<th>Age of employee</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>15 to 35</td>
</tr>
<tr>
<td>0 to 10</td>
<td>Every 5 years</td>
</tr>
<tr>
<td>10+</td>
<td>Every 5 years</td>
</tr>
</tbody>
</table>

Pesticide Applicators/Nursery/Landscapers (Baseline and Periodic)

Exam & Testing Components
(1) Review of Medical, Occupational & Exposure History
(2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description
(4) Physical Testing: Spirometry
   Vision (Titmus)
   *Chest x-ray - 2 views, PA/LAT (at baseline and if medically indicated)
   Completed at baseline (Annual or more frequently, as medically indicated):
   (1) RBC and plasma cholinesterase (at baseline, repeat cholinesterase after 72 hrs)

*IF MEDICALLY INDICATED, AT AN ADDITIONAL COST
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

COST FOR THIS SERVICE:

Lead Surveillance Examination (Baseline and Periodic)

Exam & Testing Components
(1) Review of Medical, Occupational & Exposure History
(2) Review of Cal-OSHA Respirator Questionnaire
(3) Review of Job Description
(4) Physical examination
Testing: Spirometry
Labs: Completed at baseline (Annual and Biannual as medically indicated)
(1) Blood lead level
(2) ZPP
Reports:
(1) Completion of Employer Exam Report to EH&S
(2) Completion of Medical Clearance for Respirator Use to EH&S
(3) Results of Exam to employee with copies of forms listed above

COST FOR THIS SERVICE:

10. Hearing Conservation Examination (Baseline and Periodic)

Exam & Testing Components
(Examination and testing complies with Cal-OSHA standard: Subchapter 7. General Industry Safety Orders; Group 15. Occupational Noise; Article 105. Control of Noise Exposure) by CAOHC
certified technician

Screening
(1) Complete hearing survey
(2) Examiner review of workplace noise exposure assessment
(3) Focused exam of ears
(4) Examiner interpretation of results
(5) Review use of hearing protection devices

Testing: Audiometry
Reports:
(1) Completion of Employer Exam Report to EH&S

COST FOR THIS SERVICE:

End of Pricing Section
ATTACHMENT 1

SIGNATURE SHEET – KMS-EHSOHS-2012

THE AUTHORIZED REPRESENTATIVE OF CORPORATION IS AS FOLLOWS:

The undersigned hereby attests and affirms that the subject RFP has been read in detail by officers, employees, agents or representatives of the company named below; that the company named below is fully qualified and able to perform in accordance with the company named below; that he/she is authorized to submit this Bid, and should UCI accept this Bid, bind the company to the terms of these Bidding Documents.

BIDDER:

Company: ______________________________________

__________________________________________________________________________________

Name, Title

DATE: ______________________________________
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 discount in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

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

ARTICLE 4 - TERMINATION
A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:
   (1) the unit or pro rata order price for the performed and accepted portion; and
   (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

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

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

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

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

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

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

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

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

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR
A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

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

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

ARTICLE 10 - INDEMNITY.
A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

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

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

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

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

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

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

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925(f)), 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate (Not applicable to the Comprehensive Form)</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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. Professional Liability Insurance with a limit of one million dollars ($1,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it 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 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.