

# The Regents of the University of California



## REQUEST FOR PROPOSAL

### Certification Authority Infrastructure

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DATE: May 13, 1999  
NUMBER: RFP 960/OP/000

**THIS IS NOT AN ORDER**

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It is the Vendor's responsibility to read the entire document and to comply with all requirements listed herein.

**Proposal Due Date and Time:**

All submittals must be received on or before Thursday, June 3, 1999, on or before 4:00 p.m., Pacific Daylight Time. Return enclosed 3.5 floppy diskette and twelve (12) hard copies to:

Kim Titus  
Information Resources and Communications  
University of California  
Office of the President  
1111 Franklin Street, 7<sup>th</sup> Floor  
Oakland, CA 94607-5200  
Phone: (510) 987-0472

**Late Submittals Will Not Be Accepted**

**Fax Submittals Will Not Be Accepted**

**Respondent Identification:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Contact

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Area Code and Fax Number

\_\_\_\_\_  
E-Mail Address

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## **Section A. Introduction**

### **1. General Description and Background Information**

The University of California is a non-profit educational organization, consisting of nine (9) campuses located in Davis, Berkeley, San Francisco, Santa Cruz, Irvine, Los Angeles, Riverside, San Diego, and Santa Barbara, three (3) National Laboratories, located in Berkeley, Livermore, and Los Alamos, New Mexico. The University of California also includes four (4) medical centers located in Davis, Irvine, San Diego, and Los Angeles.

### **2. Definitions**

Agreement – refers to the contract document issued, pursuant to this request, to be furnished to the awarded Vendor by the University jurisdictional personnel which unequivocally defines the goods and / or services to be rendered.

Regents of the University of California – the terms “University,” “Buyer,” “Campus,” “University of California,” and “The Regents of the University of California” are used interchangeably hereafter and refer to the same entity: The Regents of the University of California.

Request For Proposal – the terms “Request For Proposal (RFP),” “submittal request,” “solicitation,” and “Request For Quotation (RFQ)” are used interchangeably and refer to this document and all referenced attachments.

Submittal Response – the terms “bid,” “bid submittal,” and “bid response” are used interchangeably hereinafter, and refer to Vendor’s documents and attachments in response to the Request For Proposal.

Supplier – the term “Seller,” “Supplier,” “Respondent,” “Bidder,” and “Vendor” are used interchangeably hereinafter, and refer to the same entity responsible for quoting and providing goods and / or services to the University.

Work - “Work” shall include, but not be limited to, all obligations, duties, requirements, and responsibilities essential for the successful performance of the Agreement by the Vendor, including, but not limited to, the furnishing of all materials, supervision, labor, equipment, and additional supplies required with the implementation of the Agreement in accordance with the terms and conditions set forth in this Agreement.

### **3. Overview**

3.1 The University of California plans to develop an enterprise wide Public Key Certificate infrastructure (“PKI”), a suite of services and protocols for managing public keys. This infrastructure will eventually support approximately three-hundred thousand (300,000) University faculty, staff, and students located at multiple sites throughout California, additional nation-wide sites, and possibly University-affiliated locations overseas.

3.2 University population is subject to considerable turnover. Staff turnover rate, for example, is estimated at ten percent (10%) per year. In addition, a significant number of students leave the University each year, and new students are enrolled. For these reasons the University may chose to issue certificates with varying expiration dates (e.g. one (1) year duration for students and indefinite for faculty).

3.3 The University may choose to employ short lived certificates in student computer labs or in similar multiple use situations, such as public kiosks for employees without access to computers. This method will help prevent reuse of certificates by subsequent users of the same public facilities. It would be desirable that the certificate expire when the user ends an interactive session at a public workstation, and that all certificate components unique to the individual that were resident on the hardware be deleted.

3.4 The University may also choose to issue a certificate to University alumni, visiting scholars, and visiting students as proof of University affiliation.

3.5 Expected initial uses of the digital certificate for the individual by University developed applications will include, but not be limited to:

- (a) authentication to library systems for web browser based access to materials licensed to the University by the publisher with restrictions;
- (b) authentication to web browser based employee self-service applications for inquiry and update of demographic data, tax related information, and human resources data;
- (c) authentication to non web browser based applications.

3.6 Bidders are invited to respond with proposals to supply one (1) or more of the following:  
(a) a PKI identified as the university's to be installed and maintained by the University;  
(b) a PKI identified as the University's to be installed and maintained by the Vendor;  
(c) a PKI co-branded by the University and the Vendor to be installed and maintained by the Vendor.

3.7 If a Vendor has an alternative model it feels will meet the University's requirements, Vendor may propose said alternative model with suitable explanation. Alternative proposals should contain detailed explanation including a specification(s) of all components that would reside at the Vendor site and those that would reside at a University site.

#### **4. Statement Of Purpose**

The purpose of this Request For Proposal (RFP) is to receive responses from Vendors for developing a public key infrastructure for the University of California systemwide. The basis of award is discussed in Section D: Evaluation Factors And Basis Of Award.

#### **5. Timetable**

05/13/99	Release Request For Proposal
05/25/99 from 10:00am – 12:00pm	Bidders Conference
06/03/99 by 4:00 p.m.	Request For Proposal Due
06/30/99	Tentative Agreement Award

The University does not guarantee the above schedule and reserves the right to modify this schedule to effectively meet its needs.

#### **6. Bidders' Conference**

6.1 A Bidders' Conference will be held on 05/25/99, lasting for approximately two (2) hours, beginning at 10:00am in Oakland, CA, at the University of California Office of the President, 1111 Franklin Street, 7<sup>th</sup> Floor, Conference Room #7409. Late arrivals will not be admitted.

6.2 A maximum of two (2) representatives from any one firm may attend. Bidder should contact Sandy Elder by calling (510) 987-0459 no later than five (5) days prior to the scheduled date of the Bidder's conference to confirm number of attendees and identify participants.

6.3 The Bidder's Conference will afford an opportunity for Vendors to obtain information relative to this solicitation and to meet key University personnel associated with this request. Vendor should use the Bidder's Conference to clarify the specifications and to seek further information that will assist in preparing a submittal response. Bidders are asked to submit questions or requests for additional information no later than three (3) days prior to the scheduled date of the Bidders' Conference.

**7. Product Evaluation**

Bidder may be required to provide product(s) for evaluation and / or demonstrate service capabilities, consisting of (a) visit to Vendor's facility, (b) product demonstration and / or presentations at a University site, and (c) site visits to customers currently using Bidder's product.

Note: the remainder of this page has been left blank.

## **Section B: General Requirements, Terms and Conditions**

The following terms and conditions shall become incorporated into any Agreement issued as a result of this RFP:

### **1. Initial Agreement Period**

Initial Agreement period shall commence on 07/01/99 and end on 06/30/2002. The Agreement term shall be for a period of three (3) years.

### **2. Scope Of Work**

2.1 The scope of work shall consist of installation and maintenance of a PKI (as described in Section A, 3., 3.6) with an intended use for both academic and administrative systems, including centrally managed servers and those distributed at University sites.

2.2 Personnel will use certificates by means of the following workstations:

- (a) Intel based with Windows 95, Windows 98, and Windows NT;
- (b) Apple Macintosh;
- (c) Unix.

2.3 E-mail servers and clients are not being solicited in this RFP. The University anticipates that future deployment phases may allow certificates to be used, in conjunction with other appropriate components, to:

- (a) sign e-mail;
- (b) encrypt e-mail;
- (c) sign object code.

2.4 In order to provide adequate certification infrastructure, Vendor shall provide descriptions of how required functions are performed using the proposed components. If proposed components do not perform the required functions, or if required functions are performed with limitations, Vendor shall describe, in detail, any limitations and all functions not performed, and / or performed with limitations.

2.5 Vendor shall be required to possess the following capabilities and perform the following required functions for the PKI:

- (a) capable of creating, distributing, and administering X.509 client and server certificates, which will then have the following capabilities when used in conjunction with appropriate related components:
  - (i) establish SSL connections;
  - (ii) Authenticate individuals for access to University computer systems.
- (b) compatible with Microsoft and Netscape browsers;
- (c) compatible with Netscape LDAP server;
- (d) capable of being administered from remote locations;
- (e) capable of interoperation with IBM's RACF;
- (f) ability to operate in a fail-over mode (degraded service is acceptable);
- (g) provide a key escrow capability.

### **3. Sales Service And Support**

Vendor shall consult with each campus to establish frequency of scheduled service and support calls. All Vendor visits must be scheduled in advance with the campus.

**4. Other**

The University publishes Campus Contracts and Systemwide Agreements on the Internet under a World Wide Web site with restricted access for use by the University of California. The University is a public agency and cannot consider pricing as confidential once an Agreement has been awarded.

**5. Late Interest Charges**

Payments for University purchases under an ensuing Agreement shall not be subject to any late charges or interest charges.

**6. Ethics**

6.1 Vendor shall comply with University policies on gifts and gratuities.

6.2 Vendor shall exercise reasonable care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University. Throughout this RFP process and the term of a subsequent Agreement, Vendor 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 within the guise of said Agreement. Vendor and / or its employees shall not offer substantial gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Vendors, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University’s interest. Vendor shall immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

**7. Insurance Requirements**

7.1 Vendor agrees and 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.

7.2 Vendor, 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: \$ 2,000,000

Products/Completed Operations Aggregate: \$ 2,000,000

Personal and Advertising Injury: \$ 2,000,000

General Aggregate (Not applicable to the Comprehensive Form): \$ 5,000,000

7.3 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 \$ 4,000,000 per occurrence (required only if Seller drives on University premises in the course of performing work for the University).

C. Professional Liability Insurance with a limit of \$ 2,000,000 per occurrence with an aggregate of not less than \$ 4,000,000 . 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 under the coverage referred to under A. and B;
- (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.

7.4 It should be further understood that the provisions under 2. and 3. above shall only apply in proportion to and to the extent of the negligent acts or omissions of the Seller, its officers, agents, or employees.

## **8. Agreement Administration**

Amendments to subsequent Agreement regarding conflict(s) of interpretation by Vendor or the University concerning pricing or terms and conditions of said Agreement shall be made by the University through the University contact with the issuance of an Agreement Supplement (Change Order). Vendor may request a change in pricing or terms and conditions by submitting a written request to the University. An Agreement Supplement will be issued only if the University concurs with the Vendor's request.

## **9. Record Keeping And Auditing**

Subsequent Agreement shall be subject to the examination and audit of the University during said Agreement period and for two (2) years from the final expiration date of this Agreement. The examination and audit shall be confined to those matters pertaining to the performance of said Agreement, including, but not limited to, all costs associated with the administration of said Agreement.

## **10. Terms And Conditions**

10.1 Purchase orders and / or blanket releases issued for goods and / or services encompassed by subsequent Agreement shall be governed by the University Terms and Conditions of Purchase Appendix A, and general provisions stated herein only. Any contrary or additional terms contained in Vendor's RFP response and / or purchase acknowledgment, or other Vendor document(s), are considered unacceptable to the University and rejected hereafter.

10.2 In the event of a conflict between the terms of this RFP, subsequent Agreement, and Appendix A, Terms and Conditions of Purchase, which is attached and incorporated herein, the terms of this RFP and the Agreement awarded pursuant to this RFP shall prevail.

**11. Product Liability And Indemnity Provision**

Vendor shall fully indemnify, defend, and hold harmless University, its officers, agents, and employees from and against any and all claims, actions, and liability for injuries arising from the use of any goods and / or services following written authorized University request. In addition to the liability imposed by law on the Vendor for damage or injury to persons or property by reason of negligence, willful acts or omissions, or strict liability of the Vendor or its agents, which liability is not impaired or otherwise affected hereby, the Vendor consequently assumes liability for and agrees to hold the University harmless and indemnify it from every expense, liability, or payment by reason of any damage or injury to persons 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 Vendor to defend any claim or suit, and that it will cooperate to the fullest extent in such defense.

**12. Termination of Agreement**

12.1 Subsequent Agreement may be terminated by University or Vendor for convenience in whole or in part at any time in accordance with the terms of Article 4 of the attached Appendix A. In the event of such termination, both parties agree to provide a minimum of ninety (90) days prior written notice of the effective termination date and the extent thereupon.

12.2 If within ten (10) days of receipt of written notice to Vendor from the University of Vendor's breach of any term and / or condition of subsequent Agreement, Vendor fails to remedy said breach, the University may, with prior written notice, terminate said Agreement in whole or part at any time.

**13. Entire Agreement**

This Agreement states the entire agreement between the parties described herein with respect to the subject matter and supersedes any previous or coetaneous oral and / or written proposals, statements, discussions, negotiations, or resembling agreements. The parties expressed herein acknowledge that they have not been induced to enter into this RFP process and / or any Agreement made resulting from this proposal, by any oral and / or written representations or statements not expressly contained in this RFP. This RFP may be modified, or any provision waived, only in writing, and signed by the parties.

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## **Section C: Instruction To Respondents**

### **1. Responsive Proposals and Bid Acceptance Period**

1.1 The bid response must be completed in full, submitted in the format as requested (see Section E 1. Submittal Format), and comply with all specifications and requirements.

1.2 All submittals shall be returned to the University of California, Office of the President, Information Resources and Communication, no later than 4:00 p.m. Pacific Daylight Time on or before said date (noted on cover page of this RFP) for bid submittal receipt to be eligible for consideration. All late bids will be rejected.

### **2. Required Information and Data**

Vendor must furnish all information and data as requested in writing, with all submittals and correspondence from a duly authorized representative of the Vendor. All responsive submittals become sole property of the University.

### **3. Caution to Bidders**

Bidder is hereby cautioned against deletions, and / or modifications in provisions, terms, or specifications of this Request For Proposal, as such changes may render your bid non-responsive.

### **4. Withdrawal or Modification of Bids**

4.1 Modifications of Vendor's original bid may be made by a written request from Vendor prior to the final deadline for receiving submittal responses. The University will not accept faxed or e-mail modifications. At its discretion, the University may revise and / or amend the original Request For Proposal prior to the specified due date. If, in the opinion of the University, the revision(s) and / or amendment(s) may require changes in the Vendor's bid submittal, the due date may be extended to all participants.

4.2 Questions and responses from any Bidder, which the University believes may cause an ambiguity in all bid responses, will be communicated to all Bidders by an RFP addendum. Bidders shall not contact University personnel, other than those individuals listed herein, without advance approval.

4.3 Any Vendor, after receiving a copy of the RFP, choosing not to respond or withdraw their previously submitted response, is requested to return the RFP document, stating, in writing, the reason for no bid or withdrawal from this RFP.

### **5. Submittals and Correspondence**

Vendor shall provide responses in the format requested in this RFP. Twelve (12) complete sets must be provided. All submitted bids shall become property of the University and will not be returned.

### **6. Submittal Prices**

The University will not be held liable for any cost(s) incurred by prospective respondents, including all costs relating to information, proposals, product evaluations and demonstrations, visits, and personnel required to fully comply with this submittal request and / or subsequent requests and / or amendments prior to issuing an Agreement award.

## **7. Contact With University Management**

7.1 Vendor shall direct all commercial questions and queries relating to interpretation of bid documents regarding this Request For Proposal, and post-Agreement award issues to:

Gary A. Mack, M.S.  
Contract Specialist  
Materiel Management  
University of California  
Office of the President  
1111 Franklin Street, 10<sup>th</sup> Floor  
Oakland, CA 94607-5200  
Phone: (510) 987-0472  
Fax: (510) 839-0856  
E-mail: [gary.mack@ucop.edu](mailto:gary.mack@ucop.edu)

7.2 Vendor shall direct all technical queries and questions relating to interpretation of bid documents regarding this Request For Proposal, and post-Agreement award issues to:

Richard Hintz  
Manager  
Corporate Data Center  
University of California  
Office of the President  
1111 Franklin Street, 7<sup>th</sup> Floor  
Oakland, CA 94607-5200  
Phone: (510) 987-0437  
Fax: (510) 763-5597  
E-mail: [Richard.Hintz@ucop.edu](mailto:Richard.Hintz@ucop.edu)

## **8. Disclosure of Records / Confidentiality of Information**

8.1 This submittal request, and one (1) copy of each original response received, together with copies of all documents pertaining to any award, if issued, shall be kept by the University for a minimum of three (3) years following the Agreement expiration date. Said documentation shall be made part of a file and / or record which shall be, upon request, open to public inspection. Therefore, if your response contains any trade secrets or private information you do not want disclosed for public viewing or used by the University for purposes other than evaluation of your submittal as it pertains to this Request For Proposal, the top of each sheet containing such information must be labeled with the following inscription:

“CONFIDENTIAL INFORMATION”

8.2 Please indicate proprietary information and / or trade and business secrets in your response by underlining the text of such proprietary information. Standard text other than the underlined in your response may be disclosed pursuant to written request and in accordance with that of University policy as defined by the law of the state of California.

8.3 All information submitted as a portion of that bid must be open to public inspection (with the exception of those items labeled as trade secrets and considered a trade secret under the California Public Records Act) following the award of the Agreement.

8.4 In the event that a request is made of the University for information that has been designated confidential by the Bidder and on the basis of that designation, the University denies the request for information, the Bidder shall be responsible to defend such action in the event the denial is challenged in a court of law.

**9. Bidder Certification**

The respondent certifies and agrees that:

- (a) the prices and terms specified in this RFP response for sale to the University represent the most favorable that will be offered any University of California location, and are based on pricing to the University of California, systemwide;
- (b) if not awarded this Agreement as a result of the RFP submitted, not to solicit business from any University campus for the products or services listed on this submittal request at lower prices or superior terms than those submitted by the successful Bidder awarded the Agreement by the University;
- (c) violation of any portion of the above shall be grounds for disqualification on future bids.

**10. “Low Ball” Submittals**

A subsequent purchase Agreement shall be entered into only after price reasonableness has been determined. The University reserves the right to have Bidder provide supporting documentation to justify Bidder’s pricing and Bidder’s ability to meet proposed University Agreement obligations prior to issuing Agreement award.

**11. Bid Protest**

Any actual or prospective Bidder or Vendor with a complaint(s) pertaining to the solicitation or final Agreement award should first attempt to resolve the grievance with the University of California, Office of the President, Oakland, Material Management Contact or other University contracting personnel involved in the transaction. If resolution of the controversy regarding the solicitation or award cannot be reached at this level, Vendor may file a protest or notice of controversy with University of California, Office of the President, Senior Vice President of Business and Finance.

**12. 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 proposal, colluded with any other party or parties, the University reserves the right to cancel or terminate the Agreement so awarded and Vendor shall be liable to the University for all loss and / or damage which the University may have suffered.

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## **Section D: Basis of Award and Evaluation Criteria**

### **1. Award Selection**

Request for Proposal openings are not public. An award summary will be made available upon written request, after award of the Agreement has been made. Submittals will be evaluated by a committee of University employees. A weighted point system designed to competitively evaluate proposals will be used.

### **2. Basis of Award and Evaluation Criteria**

2.1 Submitted responses will first be screened on a responsive / non-responsive basis. All responsive bids will then be evaluated based on their rejoinder to Bid Responses #1 through #101.

2.2 Conforming bids will be evaluated and scored on a University cost per quality point basis. To determine the lowest cost per quality point, each Bidder's proposed total price will be divided by the total quality points awarded to the Bidder's proposal as calculated by the University. Quality points per category will be calculated by taking the total quality points awarded by the evaluation committee divided by the number of members in the evaluation committee. The Bidder with the lowest overall cost per quality point shall be awarded the Agreement if the pricing is considered reasonable by the University.

### **3. References**

3.1 To warrant consideration for an Agreement award, Bidder must provide a reference list of five (5) clients who have used same and / or similar products and services as solicited from Bidder in this RFP. The references will be used in consideration of Bidder's capacity to deliver quality goods and service. (NOTE: At least one reference site should have deployed one-hundred thousand (100,000) certificates. Test deployment is acceptable).

### **4. Rejection of Offers / Rejection of Bids**

4.1 The University shall reject any and all non-responsive bids, and may reject a bid of any party who is or has been delinquent or unfaithful in any previous Agreement with the University. The University reserves the right to re-solicit information or proposals, and further reserves the right to issue a partial award or not to issue an award under this solicitation.

4.2 The University reserves the right to negotiate minor exceptions, irregularities, or errors submitted by a Vendor in this RFP. These errors may be corrected by the Vendor involved provided that, in the judgment of the University management or designee, such action will not negate fair competition and will allow for the proper comparative evaluations of all bids submitted.

4.3 If this solicitation DOES NOT result in the University obtaining reasonable prices in the sole opinion of the University when considering the total acquisition cost of goods and / or services, or for any reason deemed to be in the best interest of the University, or otherwise, the University may reject ALL proposals. All participating Bidders shall then be notified of this rejection, and shall be advised of the next course of action regarding this RFP. The University shall be the sole judge in the determination of price reasonableness pertaining to this RFP and subsequent Agreement award.

4.4 In the event the subsequent Agreement is terminated for breach of said Agreement within ninety (90) days of the effective date of said Agreement, the University reserves the right to award the remaining balance of said Agreement period to the next lowest Bidder considered

responsive and responsible to this solicitation, based on said premise to be in the best interests of the University.

- 4.5 Disqualification of a respondent includes, but is not limited to, the following:
- (a) misrepresentation and / or omission of facts in respondent's submittal, or in any other communication from respondent in conjunction with this submittal request;
  - (b) submission of a bid response that deviates from an acceptable range of credible proposals and / or quotes, placing the Bidder excessively high or low and indicates lack of understanding of Agreement performance and requirements which the Bidder cannot substantiate, possibly indicating inability to perform as specified;
  - (c) evidence of collusion among the respondents.

4.6 A subsequent Agreement will not be awarded to any Vendor, person, company, or corporation that has failed to perform in a satisfactory or faithful manner on any previous Agreement or purchase order with the University. The University shall be the exclusive judge on whether or not Vendor has failed to perform or faithfully execute a previous University of California Agreement and / or purchase order.

**5. Offer / Acceptance Period**

Offers submitted for all items specified herein shall remain valid for at least ninety (90) days from the closing date for the receipt of submittals.

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**Section E: Submittal Request**

**1. Submittal Format**

Bid responses and price quotes shall be returned on the 3.5" diskette in IBM PC Microsoft Word format, along with twelve (12) paper copies. Each bid response shall contain a table of contents, numbered pages, bid responses labeled with the corresponding bid response number / written description. Bidder shall include the following responses as identified here below:

- (a) Respondent Identification;
- (b) Required Submittals / Bid Response # 1 through Bid Response # 101;
- (c) Bidder's RFP Exceptions;
- (d) Bid Offer Expiration;
- (e) Vendor Certification And Non Collusion Statement;
- (f) References.

**2. Respondent Identification**

Respondent (Bidder) shall complete information on page one (1) of the Request For Proposal.

**3. Required Submittals**

**3.1 Vendor's Company**

Bid Response # 1: Bidder shall include the following typed information: company name, company contact person's name, company's area code and telephone number, company's area code and fax number, company contact person's e-mail address.

RESPONSE:

Bid Response # 2: Describe the:

- (a) main business activities of your company;
- (b) period of time your company has been involved in these activities.

RESPONSE:

Bid Response # 3: Bidder shall provide:

- (a) most recent annual financial report (as a paper attachment or CD ROM);
- (b) independent auditor's report of same annual financial report.

RESPONSE:

**3.2 Vendor's Experience**

Bid Response # 4: Describe your experience providing CA services for others as an outsourced service. Provide the number of companies serviced with more than five-hundred thousand (500,000) active certificates.

RESPONSE:

Bid Response # 5: Describe your experience providing equipment and software for a company to provide its own CA services. Provide the number of companies serviced with more than five-hundred thousand (500,000) active certificates.

RESPONSE:

Bid Response # 6: Describe your experience providing CA services for geographically dispersed enterprises across a minimum of five (5) sites.

RESPONSE:

Bid Response # 7: Describe your experience providing CA services for a population of students, employees, and alumni.

RESPONSE:

### **3.3 Standards and Interoperability**

Bid Response # 8: The University is interested in a PKI that is interoperable with “generic” PKI from other vendors. Adherence to industry standards is typically used to achieve interoperability. PKI technology is being developed in an environment with standards published or emerging from several authoritative groups. Indicate and describe:

- (a) the standards by which your solution is fully compliant;
- (b) any benefit that is derived from adherence to any of these standards other than enabling interoperability.

RESPONSE:

Bid Response # 9: Describe variances from standards with which your solution is partially compliant, including vendor specific extensions that may inhibit interoperability with solutions from other vendors.

RESPONSE:

Bid Response # 10: Identify and discuss the added value of any vendor-specific extensions that your company has implemented.

RESPONSE:

Bid Response # 11: Describe your representation in any standards body closely associated with certificates.

RESPONSE:

Bid Response # 12: Describe how any IT-related products in other branches of your company interoperate with certificates generated, stored, and maintained utilizing your proposed solution.

RESPONSE:

Bid Response # 13: Describe how your products interface with the Netscape and Microsoft web browsers, including experienced and / or potential interoperability problems.

RESPONSE:

Bid Response # 14: Describe how certificates issued and maintained using your proposed PKI have been demonstrated to be recognized and accepted by standards-compliant PKI from other vendors.

RESPONSE:

Bid Response # 15: Indicate and discuss whether your implementation can generate a PKCS #7 certificate-signing request to allow a Signing Certificate to be issued by another certificate authority to allow for a hierarchical inherited trust model.

RESPONSE:

Bid Response # 16: Indicate and discuss your capability to install a externally-generated signing certificate into the Root Certificate Authority for the Certificate Management System.

RESPONSE:

Bid Response # 17: Indicate and discuss the capability for your CA to accept and process a subordinate CA's Certificate Services Request (CSR) file to allow for a hierarchical tree of certificate authorities.

RESPONSE:

Bid Response # 18: Indicate and describe the conditions under which it is possible to use any other vendor's software or service to implement a (a) subordinate CA, (b) RA, or (c) CMS.

RESPONSE:

Bid Response # 19: Describe the ability of your proposed solution to issue server certificates, including (a) Netscape, (b) Microsoft, and (c) C2Net Software web servers.

RESPONSE:

### **3.4 Directory and Time Stamping Services**

Bid Response # 20: Indicate and describe what directory services are used in your proposed solution and how they are used, including (a) system, (b) operational, and (c) security requirements, as well as expected performance (e.g., scalability, certificates per hour processed for posting and verification, etc.).

RESPONSE:

Bid Response # 21: Indicate and discuss the need and / or requirement for LDAP or X.500 directories, and describe which implementations work with your solution and implementation.

RESPONSE:

Bid Response # 22: Specify if (a) X.500, (b) LDAP directory format, and (c) LDAP request are supported.

RESPONSE:

Bid Response # 23: Specify how third (3<sup>rd</sup>) party time stamping services can interoperate with your proposed solution.

RESPONSE:

### **3.5 System Architecture**

Bid Response # 24: Provide (a) a diagram of the system architecture showing each of the components in the vendor's solution, and (b) expected components to be provided by the University.

RESPONSE:

Bid Response # 25: Describe any limitations on (a) the number of users, (b) the number of certificates, and / or (c) any other significant architectural limitation.

RESPONSE:

Bid Response # 26: Indicate and describe (a) which smart cards, if any, are supported, or (b) how the system could be configured to accommodate smart cards in the future.

RESPONSE:

Bid Response # 27: Describe your corporate goals and objectives for future developments in providing PKI solutions.

RESPONSE:

Bid Response # 28: Describe any industry partnerships that are felt to provide added value.

RESPONSE:

Bid Response # 29: Specify any hardware and software required for support other than that proposed.

RESPONSE:

Bid Response # 30: Specify methods for (a) remote administration of certificate policies, (b) issuance, and (c) revocation via Registration Authorities or similar facilities.

RESPONSE:

Bid Response # 31: Specify the number of Registration Authority like facilities that are supported.

RESPONSE:

Bid Response # 32: Describe what Application Programming Interfaces (API) may exist to allow the use of local authentication mechanisms such as Kerberos and mainframe security services such as (a) RACF, (b) ACF/2, and (c) Top Secret.

RESPONSE:

Bid Response # 33: Describe any limitation on (a) encryption key sizes, (b) validity lengths, (c) issuer, (d) subject, and (e) custom V3 extension values.

RESPONSE:

Bid Response # 34: Describe any limitation on maintenance of multiple certificate issuance policies.

RESPONSE:

### **3.6 System Components / Certificate Authority**

Bid Response # 35: Indicate (a) whether or not your hardware meets specifications and requirements of FIPS 140-1, (b) describe your capability to store private keys in secure hardware, and (c) specify the physical security level.

RESPONSE:

Bid Response # 36: Indicate and describe your ability to (a) create, (b) revoke, (c) publish, and (d) store / archive certificates.

RESPONSE:

Bid Response # 37: Describe your ability to (a) create, (b) update, (c) publish, and (d) store / archive Certificate Revocation Lists, and / or support Online Certificate Status Protocol for validation of certificates.

RESPONSE:

Bid Response # 38: Describe your ability to (a) generate, (b) recover, and (c) store keys.

RESPONSE:

Bid Response # 39: Describe your ability to authenticate (a) Registration Officers, (b) operators, (c) administrators, and (d) security officers.

RESPONSE:

### **3.7 System Components / Registration Authority**

Bid Response # 40: Describe your ability to approve or disapprove certificate applications, both manual and automated.

RESPONSE:

Bid Response # 41: Describe your ability to authenticate multiple classes of certificates with different / varying strengths.

RESPONSE:

Bid Response # 42: Describe your ability to (a) generate, (b) sign, and (c) send certificate requests to the appropriate CA.

RESPONSE:

Bid Response # 43: Describe your ability to (a) generate, (b) sign, and (c) send certificate revocation requests to the appropriate CA.

RESPONSE:

Bid Response # 44: Describe your ability to ensure distinguished name uniqueness.

RESPONSE:

Bid Response # 45: Describe your ability to retrieve certificates from the appropriate CA and distribute them to users in hardware or software formats.

RESPONSE:

Bid Response # 46: Describe your ability to authenticate operators, administrators, and security officers.

RESPONSE:

### **3.8 System Components / Repository**

Bid Response # 47: Describe your standard interface for unauthenticated queries (e.g., LDAP, HTTP, OCSP, etc.).

RESPONSE:

Bid Response # 48: Describe the strength of your authenticated interface for repository modifications.

RESPONSE:

Bid Response # 49: Describe the features of Access Control Lists for all entries in the Directory Information Base.

RESPONSE:

Bid Response # 50: Describe your ability to interoperate with commercial X.500 directories.

RESPONSE:

Bid Response # 51: Describe your ability to configure differing ratios of reads to writes.

RESPONSE:

Bid Response # 52: Describe your ability to minimize use of network ports and services while providing full functionality to support placement behind a firewall.

RESPONSE:

Bid Response # 53: Describe the placement of CA and RA functions, and how they may be handled in different ways (e.g. co-located, combined into one system, or distributed).

RESPONSE:

### **3.9 Reliability and Availability**

Bid Response # 54: Describe how your system may be configured to provide failover.

RESPONSE:

Bid Response # 55: Describe any required outages during normal operations (e.g. deactivation to perform system reboot, backup maintenance, etc.).

RESPONSE:

Bid Response # 56: Describe how the database portion of your solution can be made fault tolerant.

RESPONSE:

Bid Response # 57: Describe the restoration process following database corruption.

RESPONSE:

Bid Response # 58: Describe how problems with key components are recognized, diagnosed, and reported.

RESPONSE:

### **3.10 Performance**

Bid Response # 59: Describe the issues associated with using your solution to issue three-hundred thousand (300,000) certificates per year and scaling to one-million (1,000,000) active certificates (NOTE: it is expected that the bulk of the certificates will be issued during three-four (3-4) two (2) week periods during each year.

RESPONSE:

Bid Response # 60: Describe your performance capabilities for a expected workload with varied peak periods during an academic year.

RESPONSE:

Bid Response # 61: Describe any experience with performance issues associated with mass expiry or revocation.

RESPONSE:

Bid Response # 62: Describe and detail the capabilities of your monitoring and reporting tools.

RESPONSE:

**3.11 Certificate Request, Generation, and Issuance Process**

Bid Response # 63: Describe the process by which an individual requests and is issued a certificate, including but not limited to the actions taken by the PKI system. (a) In-person registration, (b) remote registration via Internet application or mail application, and (c) methods of authentication should be included.

RESPONSE:

Bid Response # 64: Describe the PKI system verification process that indicates that the private key of the requester corresponds to the public key associated with the requested certificate.

RESPONSE:

Bid Response # 65: Describe the process of delivering the generated certificate to both the user and the repository.

RESPONSE:

Bid Response # 66: Describe logical and physical format options supported (e.g. X.509 client and server, software, hardware tokens, and / or smartcard physical formats).

RESPONSE:

**3.12 Certificate Renewal**

Bid Response # 67: Identify and describe the method for certificate renewal, including any required user actions.

RESPONSE:

Bid Response # 68: Describe any provision for automatic user notification prior to certificate renewal.

RESPONSE:

Bid Response # 69: Describe and compare certificate renewal with the method for initial certificate issuance.

RESPONSE:

### **3.13 Certificate Revocation**

Bid Response # 70: Describe proposed system ability to manage certificate revocation, including interfaces to directory systems.

RESPONSE:

Bid Response # 71: Describe system ability to manage revocation by (a) an interactive operation, (b) batch, or (c) both.

RESPONSE:

Bid Response # 72: Describe any capability that allows servers to check for revocation.

RESPONSE:

Bid Response # 73: Describe the process of revocation posting and checking, and the expected performance (e.g. time to propagate the revocation status).

RESPONSE:

### **3.14 Key Escrow**

Bid Response # 74: Describe how the system manages key escrow functions and the specific process by which keys are recovered, including personnel and role requirements.

RESPONSE:

### **3.15 Security**

Bid Response # 75: Describe security features of the solution, including methods for securely recovering key pairs and certificates.

RESPONSE:

Bid Response # 76: Describe methods for auditing system activity, including: (a) types of information audited, (b) data analysis / data reduction tools employed, (c) protection of the audit logs, and (d) storage or archiving schema.

RESPONSE:

Bid Response # 77: Describe the logical security recommended for or required by the solution (i.e., firewalls, stand-alone consoles, etc.), and any recommended physical / personnel security measures.

RESPONSE:

### **3.16 Liability**

Bid Response # 78: Describe what assumption of liability the vendor might assume, including conditions and limitations.

RESPONSE:

### **3.17 Operational Issues**

Bid Response # 79: Describe system capabilities for (a) suspending and resuming activities, (b) monitoring and logging current activities, and (c) reporting on historical activities.

RESPONSE:

Bid Response # 80: Specify how data integrity is maintained for issuance and revocation requests in process while the system is stopped or restarted.

RESPONSE:

Bid Response # 81: Describe the effect on other system components when individual components are stopped or restarted.

RESPONSE:

Bid Response # 82: Describe any facility that allows load testing of the system.

RESPONSE:

Bid Response # 83: Describe methods for recreating signing key pairs of the (a) CA and administrators, (b) databases, (c) revocation information, and (d) active certificate requests.

RESPONSE:

Bid Response # 84: Describe procedures for managing (a) malformed certificates, (b) aborted processes, (c) run away processes, and (d) similar operational problems.

RESPONSE:

Bid Response # 85: Describe any facilities that allow non web based applications, typically residing on mainframes, to interoperate with the proposed PKI.

RESPONSE:

Bid Response # 86: Describe required periodic procedures necessary for management of user certificates.

RESPONSE:

Bid Response # 87: Describe your ability to load data in bulk for (a) certificate issuance, (b) maintenance, or (c) revocation.

RESPONSE:

Bid Response # 88: Describe how the vendor's certificates may be used securely in public areas (e.g. computer labs).

RESPONSE:

**3.18 Support Issues**

Bid Response # 89: Describe the frequency of major software releases.

RESPONSE:

Bid Response # 90: Describe the support system for software problems, including problem reporting and escalation.

RESPONSE:

Bid Response # 91: For hardware vendors, describe options for (a) hardware maintenance coverage, (b) maintenance dispatching system, and (c) location of spare parts.

RESPONSE:

Bid Response # 92: Describe (a) available training, (b) training locations, and (c) all cost(s) associated with offered training.

RESPONSE:

Bid Response # 93: Describe and detail your disaster recovery plan.

RESPONSE:

Bid Response # 94: Describe (a) operational personnel roles and requirements (including any personnel security related issues) and (b) staffing estimates for a community of five-hundred thousand (500,000) active certificates and fifteen (15) distributed sites served.

RESPONSE:

**3.19 Installation and Maintenance**

Bid Response # 95: Describe the number of personnel and the qualifications required to install and maintain your proposed solution.

RESPONSE:

Bid Response # 96: Describe available services for the installation and / or maintenance for your proposed solution, including a detailed itemization of all associated costs.

RESPONSE:

### **3.20 Costs**

Bid Response # 97: Specify all costs, unbundled, to include the following:

- (a) hardware;
- (b) software;
- (c) maintenance;
- (d) delivery.

#### **RESPONSE:**

Bid Response # 98: Describe your provision(s) for tiered pricing based on the number of certificates issued. (Note: for first large scale deployment in early 2000, the number of certificates initially issued may range between one-thousand (1,000) to ten-thousand (10,000).

#### **RESPONSE:**

Bid Response # 99: Describe accommodation(s) made for individuals with more than one (1) certificate.

#### **RESPONSE:**

Bid Response # 100: Describe costs for certificate renewal.

#### **RESPONSE:**

### **3.21 Administrative Information / General**

Bid Response # 101: **OPTIONAL:** In addition to the responses required in this RFP, Vendor may provide an alternative proposal(s) identifying different capabilities and costs. Vendor must clearly differentiate between required RFP responses and alternative proposal(s).

#### **4. Bidder's RFP Exceptions**

Description of the proposed goods and services shall be provided in sufficient detail to indicate Vendor's compliance or noncompliance with all University requirements of the RFP, Attachment(s), Amendment(s), Exhibit(s), and / or Revision(s). In the absence of such description, Bidder's submittal response shall be deemed not to contain deviation or exception and shall be accepted as if in strict compliance with the terms and conditions and specifications set forth by the University in the solicitation.

#### **5. Bid Offer Expiration**

Maximum pricing must be submitted for all items specified herein and remain binding for a period of at least ninety (90) days from the closing date for the receipt of submittals.

#### **6. Vendor Certification And Noncollusion Statement**

The undersigned, as Authorized Respondent, certifies that the only person(s) or party(ies) interested in the Request For Proposal as principals, are those named herein; that this Submittal Response is made without collusion with any other person(s), firm(s), or corporation(s); and in submitting a Response to this Request, the Respondent has contemplated the instructions, specifications, and terms and conditions of this Request. Respondent proposes and agrees to

execute and fully perform in accordance to the instructions, specifications, and terms and conditions of this Request For Proposal.

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Typed Business Name of Respondent

---

Typed Business Address

---

Authorized Signature of Respondent

---

Date

---

Typed Named of Authorized Respondent

---

Typed Title of Authorized Respondent

**7. References**

Vendor will provide a list of five (5) clients who have used same and / or similar products and services as noted in this RFP.

Note: the remainder of this page has been left blank.

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

ARTICLE 2 - INSPECTION.

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

ARTICLE 3 - CHANGES.

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

ARTICLE 4 - TERMINATION.

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

- (1). the unit or pro rata order price for the performed and accepted portion;
- (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 Vendor due to such causes and without the fault or negligence of the subcontractor or Vendor), 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 subVendors 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, Vendors 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', materialmens' 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: \$2,000,000

Products/Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$2,000,000

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 \$ 1,000,000 per occurrence (required only if Seller drives on University premises in the course of performing work for the University).

C. Professional Liability Insurance with a limit of \$ 2,000,000 per occurrence with an aggregate of not less than \$ 4,000,000 . 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 under the coverage referred to under A. and B;
- (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.

It should be further understood that the provisions under 2. and 3. above shall only apply in proportion to and to the extent of the negligent acts or omissions of the Seller, its officers, agents, or employees.

#### 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.

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University of California / Office of the President  
1111 Franklin Street  
Oakland, CA 94607-5200

The 1111 Franklin building is located in the Oakland City Center area, one-half block east of Broadway, between 11<sup>th</sup> and 12<sup>th</sup> Streets.

The Oakland City Center area is accessible from Interstate 980 (12<sup>th</sup> Street exit) and Interstate 880 (Broadway exit).

**From the San Francisco Bay Bridge:** Take the Bay Bridge to Interstate 580 East to Interstate 980. Take the 12<sup>th</sup> Street exit towards 11<sup>th</sup> Street, and proceed one block on Brush Street. Turn left onto 11<sup>th</sup> Street, turn left onto Franklin Street, and turn left onto 12<sup>th</sup> Street to the parking garage.

**From the South via Interstate 880:** Take Interstate 880 North to Broadway exit, and turn right on Broadway. Turn right onto 11<sup>th</sup> Street, turn left onto Franklin Street, and then turn left onto 12<sup>th</sup> Street to the parking garage.

**From the North via Interstate 80:** Take 80 west to 580 east towards downtown Oakland/Hayward, Stockton. Take the Interstate 980 west exit on the left, and merge onto Interstate 980 west. Take the 12<sup>th</sup> Street exit towards 11<sup>th</sup> Street, and proceed one block on Brush Street, turn left onto 11<sup>th</sup> Street, turn left onto Franklin Street, and then turn left onto 12<sup>th</sup> Street to the parking garage.

**From the East via Highway 24:** Take 24 west into Oakland to Interstate 980. Take the 12<sup>th</sup> Street exit towards 11<sup>th</sup> Street, and proceed one block on Brush Street. Turn left onto 11<sup>th</sup> Street, left onto Franklin, and left onto 12<sup>th</sup> Street to the parking garage.