



UNIVERSITY OF OKLAHOMA
 Purchasing Department
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 Norman, Oklahoma 73069
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 Phone 405-325-2818 Fax 405-329-8438

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
 REQUEST FOR QUOTE
 Q-2048-10

Closing Date and Time: 11/17/09 @ 10:00 AM CST

The University of Oklahoma is in need of Cluster Components.

Specifications: Any product number(s) included are for reference only and not intended to limit competition but to provide an example of desired equipment or product. If bidding an alternative, please also include the specifications.

*Price quotes must include delivery to University department, Norman, OK.

1. Qty: 11, Low Profile PCI-Express NIC. Standard PCI faceplate, QSFP MX1+Protocol, #10G-PCIE-8BQp-MX1 OR EQUAL.

Warranty Details: _____

List/Retail Price Each: \$ _____

OU Price Each: \$ _____ Total OU Price: \$ _____

Provide details if quoting an "OR EQUAL" item: _____

2. Qty: 11, Copper Cable, #10G-QSCP-2 Meter OR EQUAL.

Warranty Details: _____

List/Retail Price Each: \$ _____

OU Price Each: \$ _____ Total OU Price: \$ _____

Provide details if quoting an "OR EQUAL" item: _____

3. Qty: 1, 10G, 2+1 Slot Switch (2U) Chassis, Single Power Supply, c/w Filters, Rack Bracket, #HD-10G/32-300W OR EQUAL.

Warranty Details: _____

List/Retail Price Each: \$ _____

OU Price Each: \$ _____ Total OU Price: \$ _____

Provide details if quoting an "OR EQUAL" item: _____

4. Qty: 1, QSC/FP Line Card, 16 10G MX1+ ports, QSFP, #10G-SW32LC-16QP OR EQUAL.

Warranty Details: _____

List/Retail Price Each: \$ _____

OU Price Each: \$ _____ Total OU Price: \$ _____

Provide details if quoting an "OR EQUAL" item: _____

GRAND TOTAL OU PRICE (Line items 1 through 4): \$ _____

List additional options available and cost _____

Please state warranty, included in the price of the above item(s) _____

Please state cost of extended warranty of the above items _____

Please state term and cost of Maintenance/Service Agreement after warranty expires.

Please state the estimated delivery date after receipt of order _____

Will you accept the University American Express Card? Yes _____ or No _____

All pricing shall be exclusive of taxes. The University of Oklahoma is exempt from taxes.

Invoicing and Payment: Invoices will be paid in arrears after products have been delivered or services provided. Interest on any late payments is governed by Oklahoma law.

Furnish the Export Control Classification Number (ECCN) for this item if applicable: _____

Additional Information as required: _____

Additional Information to supplier:

All products will be shipped to the University FOB Destination. The University will not accept possession until delivery.

The University will award to Suppliers whose quote is considered to be in the best interest of the University, as determined by the University.

Terms and Conditions Required by Oklahoma Law:

The following terms and conditions represent those that the University has no legal authority to disregard or negotiate. By Oklahoma statute, case law, and/or constitution, the University is bound to observe them and is prohibited from agreeing to any conflicting or modifying language. By delivering the goods, services, warranty coverage, or maintenance coverage referenced in the accompanying order, you agree to these terms and conditions.

With respect to any product, service, or associated warranty or maintenance agreement, if there is a conflict with any of the following terms and conditions, the following terms and conditions shall govern. Any element of any associated agreement forwarded by you, which conflicts with Oklahoma statute, case law, or constitution shall not apply.

The University shall not be bound by the terms and conditions of any separate or related agreement without its having first reviewed it. The University shall not be limited in time with respect to any legal matter related to this transaction. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

Laws and Regulations. Suppliers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. Supplier further agrees to affirm and certify in writing to the University that:

Sexual or Violent Offenders Prohibited. No Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry or the Mary Rippy Violent Crimes Offender Act.

HIPAA Requirements

To the extent applicable to this Request for Quote, Supplier agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC§ 1320d through d-8 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Supplier agrees to the terms of the Business Associate Agreement attached hereto and incorporated herein.

BUSINESS ASSOCIATE ADDENDUM – CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION

To the extent any provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including but not limited to the Privacy Rule and Security Rule, apply to your functions or activities for or on behalf of the Board of Regents of the University of Oklahoma (“OU”), the covered entity, under this agreement between the parties (the “Agreement”), you, your officers, agents, and employees (collectively, “Business Associate”), agree to the terms herein. Business Associate acknowledges that it may have or obtain access to confidential protected health information (“PHI”), including but not limited to individually identifiable health information, some of which may be Electronic Protected Health Information (“Electronic PHI”).

Additional Definitions:

“Electronic PHI” includes PHI that is transmitted by or maintained in an electronic media, as defined in the Security Rule.

“HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act.

“Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

“Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR 160 and 164, subparts A and E.

“Protected Health Information” and “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of OU, and including but not limited to Electronic PHI.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“Security Rule” shall mean the Security Standards for the Protection of Electronic PHI, 45 CFR 164, subpart B.

Obligations of Business Associate:

Business Associate may use Electronic PHI and PHI (collectively, “PHI”) solely to perform its duties and responsibilities under the Agreement and only as provided in the Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the Agreement or as required by law. Specifically, Business Associate agrees it will:

- (a) use or further disclose PHI only as permitted in the Agreement or as Required by Law, and in such case, consistent with HIPAA’s disclosure or use standard;
- (b) protect and appropriately safeguard all PHI in all media types from any unauthorized disclosure;
- (c) implement and document appropriate physical and technical safeguards to protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits for or on behalf of OU in accordance with 45 CFR 164.310, 164.312, and 164.316;
- (d) implement and document administrative safeguards to prevent, detect, contain and correct security violations in accordance with 45 CFR 164.308 and 164.316;
- (e) make its policies and procedures required by the Security Rule available to OU and the Secretary of the Department of Health and Human Services (HHS);

- (f) prevent use or disclosure of PHI by its subcontractors, vendors, and agents, other than as permitted by the Agreement or as Required by Law;
- (g) report to OU any use or disclosure of PHI that is not permitted under the Agreement immediately upon becoming aware of it and mitigate, to the extent practicable and in cooperation with OU, any harmful effects known to it of a use or disclosure made in violation of the Agreement;
- (h) immediately report to OU any Security Incident, as defined in the Security Rule, with respect to Electronic PHI, and any Security Breach, in accordance with the HHS rule regarding Breach Notification for Unsecured PHI and the HITECH Act. Any notice required to be issued under the HITECH Act shall be coordinated with OU;
- (i) indemnify and hold OU harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- (j) provide access, in the time and manner requested, to PHI in a Designated Record Set, to OU or as directed by OU to an Individual in order to meet the requirements of 45 CFR 164.524;
- (k) make any amendments to PHI in a Designated Record Set that OU directs or agrees to pursuant to 45 CFR 164.526 at the request of OU or an Individual, and in the time and manner requested by OU or, upon request of OU, make PHI available to OU for amendment and incorporate any amendments to PHI in accordance with the Privacy Rule;
- (l) document disclosure of PHI and information related to such disclosure as would be required for OU to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.526, and, within 5 working days of receiving a request from OU, make such disclosure documentation and information available to OU;
- (m) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of OU available to the Secretary of Health and Human Services and authorized governmental officials, for the purpose of determining compliance with the Privacy Rule. Business Associate shall give OU advance written notice of such and provide OU with a copy of all documents made available,
- (n) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI or that create, receive, use, disclose, or have access to PHI pursuant to the terms of the Agreement shall agree to all of the same restrictions and conditions to which Business Associate is bound hereunder, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless OU for their failure to comply with each of the provisions of this Addendum.

Permitted Uses by Business Associate:

Except as otherwise limited in this Addendum or the Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to OU for the purposes specified in the Agreement, if such use or disclosure of PHI would not violate applicable law if done by OU.

Obligations of OU:

- (a) OU shall notify Business Associate of any limitations in its notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) OU shall notify Business Associate of any changes in, or revocation of, authorization by an Individual to use or disclose PHI, to the extent such changes may affect Business Associate's permitted or required uses and disclosures.
- (c) OU shall notify Business Associate of any restriction on the use or disclosure of PHI that OU has agreed to in accordance with the Privacy Rule, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Term and Termination:

(a) The term of this Addendum shall be continuous, until all of the PHI (including copies) provided by OU to Business Associate, or created or received by Business Associate on behalf of OU, is destroyed or returned to OU. If such return or destruction is not feasible, Business Associate will extend the precautions of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

(b) Upon termination, all PHI (including copies) provided by OU to Business Associate, or created or received by Business Associate on behalf of OU, shall be destroyed or returned to OU. If return or destruction is not feasible, Business Associate will extend the precautions of this Addendum to the PHI, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, and make no further use or disclosure of PHI.

(c) All other obligations of Business Associate under this Addendum shall survive termination.

Miscellaneous:

(a) Business Associate recognizes that any material breach of this Addendum or breach of confidentiality or misuse of PHI may result in the termination of the Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' Agreement.

(b) The parties agree to amend this Addendum from time to time as is necessary for OU to comply with the requirements of the Privacy Rule and related laws and regulations.

(c) OU's Notice of Privacy Practices is available on its websites: www.ouhsc.edu and www.ou.edu.

The University agrees to honor your proprietary or confidentiality requirements to the extent allowed by Oklahoma statute. Any liability on your part with regard to any matter or dispute related to this order or associated warranty or maintenance agreement shall be determined and measured according to Oklahoma statute, case law, or constitution. By law, the University is prohibited from indemnifying another entity. Any liability the University may have in connection with this or any related transaction is governed by Oklahoma law.

No deposits or cancellation fees shall apply, and the University accepts no financial liability with respect to any other entity or individual who may be involved in the accompanying transaction. As an agency of the State of Oklahoma, the University may not obligate funds beyond the end of the current fiscal year, and therefore reserves the right to timely cancel any agreement and fix any financial obligation consistent with such limitation. The University shall not pay or reimburse you for any taxes you may be required to pay with respect to this or any related transaction. The University, as an agency of the State of Oklahoma, is covered under the insurance provided by the State, and shall not acquire any additional insurance beyond such coverage. The University may agree to your 30-day payment terms except that determination of default and late payment penalties shall be determined and measured according to Oklahoma statute.

Insurance: Minimum Requirements:

Statutory Workers Compensation	STATUTORY
Public Liability Insurance Bodily Injury: each person	\$1,000,000
Property Damage: each person	\$1,000,000
Per occurrence for all claimants and coverage	\$1,000,000

The successful contractor shall carry on his or her work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract, he or she shall also protect himself or herself by liability

insurance against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor or a subcontractor or by anyone directly employed by either of them.

The successful contractor shall purchase and maintain property insurance upon his work at the site to the full insurable value thereof. If this insurance is written with a stipulated amount deductible under the terms of the policy, the contractor shall pay the difference attributable to such deduction in any payments made by the insurance carrier on claims paid by this insurance.

Certificates of such insurance shall be filed with OU and shall be subject to its approval as to adequacy of protection.

INSTRUCTIONS TO RESPONDENTS:

You may return this Quote to me by Fax or Email. Responses should include all pages of this quote and returned to me by **11/17/09 @ 10:00 AM CST.**

If you have any questions, please feel free to contact me. My phone and fax numbers as well as my email address appear at the top of this document.

Submitted by: (Please type or print)

Name of Firm _____

Name and title _____

Address _____

City/State _____

Phone _____ Fax _____

Email _____