

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement for promotional products and services for the Nashville Public Library.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between the Regents of the University of California, a California public corporation, and Interlink Innovations, Inc. dba Gorilla Marketing, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, this master agreement was requested by the Nashville Public Library but is available to all Metro Departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between the Regents of the University of California, a California public corporation, and Interlink Innovations, Inc. dba Gorilla Marketing, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

Delishia D. Porterfield

[Signature]
Member(s) of Council

Kiyonte [Signature]

APPROVED AS TO FORM AND
LEGALITY:

Jason A. O'Leary-Murphy

Assistant Metropolitan Attorney

jessica.horn@nashville.gov
Jessica Horn

Submission Date Jan 27, 2025 11:59 AM

What is your name? Jessica Horn

What is your department? Public Library

What is your email address? jessica.horn@nashville.gov

What is your phone number? (615) 880-2118

▼ In addition to your department, will other Metro departments be utilizing this cooperative? **Yes.**

If other Metro departments will be utilizing this cooperative, list them here: Approved Cooperative would be available for use by any other Metro Dept.

How much do you estimate spending on this cooperative contract? \$375,000.00

What is the cooperative entity? **Cooperative - Omnia.**

What is the lead agency? University of California

Who is the supplier? Interlink Innovations Inc dba Gorilla Marketing

Is the supplier registered in iSupplier? **Yes.**

If yes, what is the supplier's ISN? 1023132

What is the contract number? 2024004232

When did the contract start? Sep 1, 2024

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Promotional Products and Services

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Utilizing this cooperative contract provides the most streamlined procurement sourcing vehicle to obtain promotional/branded merchandise. This contract has already been competitively sourced and negotiated, presenting an expedited opportunity to access these products and services.

Upload the original contract from the lead agency.



Gorilla Marketing - Official Signed Contr...pdf
1.42 MB

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



Promo Products RFP.pdf
10.34 MB

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **promotional products & services from Gorilla Marketing via Omnia contract 2024004232** is recommended for approval.

The anticipated project value is **\$375,000.00**. The cooperative was requested by Libraries. Use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Omnia; the lead agency is the University of California. The University of California is a public institution in California that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 19 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request the cooperative purchasing agreement is primarily for supplies and products. To the extent that services are included, they are related to the functionality and performance of these supplies and products. It is, therefore, in the best interest of Metro to utilize a cooperative that provides for both the supplies/products and their associated supportive services.

Value Justification

It is unlikely that Metro, as a single government entity, would obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement leverages both the scale of Omnia membership and the competition of 19 offers.

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. There is, therefore, minimal impact on minority or women owned businesses programing resulting from utilization of this cooperative.

Prepared by Zak Kelley
01/29/2025



Cooperative Request Signature Form

Co-Op Request Number	C2025042
Date Received	Jan. 27, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

1/30/2025 | 6:44 AM CST
Date Signed





UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2024004232

As a result of Request for Proposal # (RFP # and title), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public cooperation ("UC") on behalf of the University of California and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Cooperative Purchasing: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **September 1, 2024** and through **August 31, 2029** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for five (5) successive **one-year** periods (each, a Renewal Term), by providing Supplier with at least **60** calendar days' written notice before the end of the Initial Term or any Renewal Term
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below

To UC, regarding contract issues:

Name	Reynaldo Cano-Boza
Phone	(510) 987-9893
Email	Reynaldo.Cano-Boza@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To Supplier:

Name	Bryce Arranaga
Phone	(951) 353-8133
Email	bryce@gorillamarketing.net
Address	4100 Flat Rock Drive
	Riverside, CA 92505

6. Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

☒ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☒ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

☒ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☒ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Federally Funded Contracts, Grants, and Cooperative Agreements

N/A

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Gorilla Marketing**.

13. Service-Specific and/or Goods-Specific Provisions

Specific provisions for goods/services, if any, shall be noted on executed statement of work incorporating this agreement by reference.

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 7/1/2024.

16. Amendments to Appendix – Data Security

The UC Appendix – Data Security, will apply as required.

17. Amendments to Appendix – Business Associate

N/A

18. Amendments to Appendix – General Data Protection Regulation

N/A

19. Incorporated Documents


This Agreement and its Incorporated Documents in Order of Precedence: Should any conflict arise between the terms of this Agreement and language set forth in the RFP or attachments, the inconsistency shall be resolved by giving precedence in the following order:

- a. Purchase Agreement 2024004232
- b. UC Terms and Conditions of Purchase
- c. UC Sustainability Requirements
- d. UC Trademark Licensing Code of Conduct
- e. California Education Code Section 92000
- f. UC Standards of Ethical Conduct_2005
- g. UC Appendix - eCommerce
- h. Supplier’s Response to RFP #003327

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

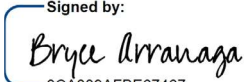
This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

368BEC03C35544A...

(Signature)
Sean Parker Director

(Printed Name, Title)
9/5/2024

(Date)

Interlink Innovations DBA Gorilla Marketing
Signed by:

8CA889AFBE67467...

(Signature)
Bryce Arranaga President

(Printed Name, Title)
8/28/2024

(Date)



These Terms and Conditions of Purchase ("Terms and Conditions") govern the provision of the equipment, materials, and supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and/or Services") under the UC Purchase Order ("PO") or agreement entered into by UC and Supplier (which, together with these Terms and Conditions and any other documents incorporated by reference, constitute the "Agreement"). As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier, and "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC locations identified in the Agreement (each a "UC Location"). UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any terms not defined in these Terms and Conditions will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. Supplier accepts all of the Agreement's terms and conditions either in writing, by shipping any portion of the Goods, or performing any portion of the Services.

If the Agreement refers to a proposal, then the terms of that proposal become part of the Agreement, but only to the extent the proposal terms specify the Goods and/or Services ordered, prices, and/or delivery, and to the extent that they are not inconsistent with the terms and conditions of the Agreement.

Any additional terms that Supplier includes in an order form or other document not incorporated into the Agreement, or in any click-through, or other end user terms and conditions or agreements provided with any Goods and/or Services hereunder ("Additional Terms"), will not be binding on UC, even if use of such Goods and/or Services requires an affirmative "acceptance" of such Additional Terms before access is permitted. Any such Additional Terms will be of no force and effect, and are rejected by UC in their entirety, unless UC expressly agrees to such Additional Terms in writing as provided for in these Terms and Conditions.

ARTICLE 1: TERM AND TERMINATION

- 1.1 Term.** The term of the Agreement is as set forth in the Agreement.
- 1.2 Extension.** The Agreement may be extended by written mutual agreement unless otherwise stated in the Agreement.
- 1.3 Non-appropriation of Funding.** UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds whether controlled by UC ("Funding") or not. UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation in the event that through no action or inaction of UC, Funding is not appropriated or is withdrawn.
- 1.4 Termination for Convenience.** UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that: (i) UC provided to Supplier in the notice of termination; or (ii) Supplier's provision of Goods and/or Services will terminate.
- 1.5 Termination for Cause.** UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if any of the following apply:
 - (a) Supplier refuses or fails to comply with the provisions of the Agreement or applicable law;
 - (b) Supplier fails to make progress as to endanger performance within five (5) business days;
 - (c) Supplier does not cure such failure within 15 business days;



- (d) Supplier fails to supply the Goods and/or Services in the manner or within the time specified in the written notice of termination or any written extension thereof; or
- (e) Supplier does not comply with all applicable state and federal laws relating to providing Goods and Services to UC, including but not limited to laws and policies relating to wages, benefits, and fair labor practices.

In such event, UC may purchase or otherwise secure Goods and/or Services elsewhere and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

1.6 Appendices. If any of the following appendices are incorporated into the Agreement, they will control in the event that the appendices conflict with the provisions of this Article: (i) UC's Appendix – Data Security; (ii) Appendix – BAA; and/or (iii) Appendix – GDPR.

ARTICLE 2: PRICING AND INVOICING, AND LIENS

2.1 Pricing. Pricing is set forth in the Agreement, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval.

2.2 Invoicing. Unless otherwise stated in the Agreement, Supplier shall use the invoicing methods and payment settlement methods agreed to upon supplier enablement at the UC Location. UC will pay Supplier, following submission of acceptable invoices according to agreed-upon payment terms, for Goods and/or Services provided and accepted. Invoices must be itemized and must reference the Agreement or PO number. Supplier invoicing shall be subject to verification by UC and its authorized representatives; Supplier will provide supporting documentation and information upon request by UC. UC will not pay shipping, packaging, or handling expenses, unless specified in the Agreement. Unless otherwise provided, freight is to be Free on Board ("FOB") destination on domestic shipments, and Delivered Duty Paid ("DDP") for international shipments. Any reimbursement of Supplier's expenses that UC agrees to will be reimbursed pursuant to UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state, and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

2.3 Liens. Supplier agrees upon request to furnish UC with a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amounts due and to become due to each. Prior to final payment, Supplier will, upon UC request, submit a complete set of vouchers showing the payments that have been made for such work performed or material furnished. Supplier will promptly notify UC in writing of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC may withhold final payment until Supplier delivers to UC a complete release of all liens arising out of the Agreement or complete set of receipts in full. In either case, UC may require Supplier to submit an affidavit that, as far as Supplier has knowledge or information, the receipts include all the labor and materials for which a lien could be filed. If any sub-supplier refuses to furnish a release or receipt in full, Supplier may furnish a bond satisfactory to UC to indemnify UC against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 3: INSPECTION



The Goods and/or Services furnished will be as specified in the Agreement, free from all defects in Supplier's performance, design, skill, and materials, and will be subject to inspection and testing by UC unless otherwise provided in the Agreement. If, prior to final acceptance, any Goods and/or Services are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a fair and reasonable reduction in price. Supplier bears all risks as to rejected Goods and/or Services. In addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, Supplier will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance or payment, Supplier will be liable for latent defects, fraud, or such gross mistakes as amount to fraud.

ARTICLE 4: INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

4.1 Rights to Deliverables.

- (a) **Ownership of Deliverables.** UC owns any deliverables due to UC as set forth in the Agreement, including intellectual property rights therein (hereinafter the "Deliverables"), unless UC agrees in writing that the Goods and/or Services do not involve work made for hire. The Deliverables will be considered "work made for hire" under U.S. copyright law, and UC will own all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
- (b) **Pre-Existing Materials.** In the event Supplier uses any pre-existing patented, copyrightable or trademarked images, writings, or other proprietary materials of Supplier or any third party (hereinafter "Pre-Existing Materials") in the performance of the Agreement, Supplier hereby grants to UC, and will secure for UC from any third-party owner, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
- (c) **Inventions and Discoveries.** Whenever Supplier makes or conceives of any invention or discovery in the direct performance of providing Goods and/or Services to UC under the Agreement, Supplier will promptly furnish UC with complete information with respect thereto. In addition, whenever Supplier makes or conceives of any invention or discovery that incorporates UC Institutional Information (collectively "UC Inventions"), Supplier will promptly furnish UC with complete information with respect thereto. UC will have the sole discretion to make any and all decisions regarding the filing, management, and disposition of UC Inventions, including any patent applications and patent rights covering UC Inventions. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata, and data derived from such data.
- (d) **Supplier Assignment.** Supplier hereby assigns to UC all right, title and interest in any intellectual property rights to UC Inventions as well as all right, title and interest in tangible research products embodying UC Inventions. Supplier agrees to promptly execute any documentation needed for such assignment and to ensure that Supplier's employees do the same as necessary to perfect title of UC Inventions for UC.

4.2 General. Should the Goods, Services, Pre-Existing Materials, and/or Deliverables become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright,



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trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement, is made a party to, or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election): (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services; (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing; or (iii) obtain a reasonable substitute product for the affected portion of the Goods and/or Services. Any replacement, modification or substitution under this paragraph shall not affect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

4.3 UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and, unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement.

ARTICLE 5: LIABILITY FOR UC MATERIALS

To the extent UC furnishes Supplier with, or Supplier otherwise uses, any UC materials in connection with the Agreement ("UC Materials"), Supplier assumes complete liability for such UC Materials. Supplier agrees to pay for any UC Materials Supplier damages or otherwise is not able to account for to UC's reasonable satisfaction. Unless otherwise expressly provided in writing by UC, Supplier shall not obtain title to any UC Materials. For clarity, UC Materials may include Institutional Information. Supplier will use UC Materials for the limited purpose of performing hereunder. Supplier will not transfer UC Materials, or parts thereof, to any third party without express written consent of UC. UC MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE UC MATERIALS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, NOR ANY OTHER WARRANTY OF ANY KIND. No other right or license to the UC Materials is granted to Supplier or implied as a result of transferring UC Materials hereunder. In no event will Supplier use the UC Materials in human subjects.

ARTICLE 6: USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names, and/or trademarks (i.e., logos and seals) or any derivation thereof (collectively, "UC Name"), in any form or manner in advertisements, reports, or other information released to the public, or place a UC Name on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

If the Goods will bear the UC Name, Supplier must hold a valid license from UC and comply with UC's Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.



ARTICLE 7: PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- 7.1 Prohibition on Access, Use and Disclosure of Institutional Information.** Supplier will not access, use, or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as necessary for the Supplier to perform its obligations under this Agreement; and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. The sale of Institutional Information is expressly prohibited. For the avoidance of doubt, Supplier use of artificial intelligence (AI) systems with UC Institutional Information is not permitted except with prior written consent from the Chancellor or delegee for the applicable UC Location(s) or as explicitly set forth in the SOW. "AI system" has the meaning provided in NIST AI RMF 1.0, as may be amended from time to time.
- 7.2 Compliance with Applicable Laws and Industry Best Practices.** Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding, and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices. Further, Supplier agrees to protect Institutional Information at least as rigorously as it protects its own information and in no case less than reasonable care.
- 7.3 Confidential Institutional Information.** Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information that is:
- (a) marked as "Confidential" at the time of disclosure;
 - (b) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; or
 - (c) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure.
- As applicable to Supplier's Services, Confidential Institutional Information includes any information that identifies or is capable of identifying a specific individual.
- 7.4 Exceptions.** Information will not be considered Confidential Institutional Information to the extent:
- (a) Supplier can demonstrate by written records it was lawfully known to Supplier prior to the effective date of the Agreement and not subject to any other confidentiality agreement in effect between Supplier and UC;
 - (b) it is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier;
 - (c) it is obtained lawfully from a third party; or
 - (d) it is disclosed under the California Public Records Act or valid legal process.
- 7.5 Required Disclosures of Institutional Information.** If Supplier is required by a court of competent jurisdiction, or a governmental administrative body with jurisdiction, to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and



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will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

- 7.6 No Offshoring.** Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- 7.7 Conflict in Terms.** UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- 7.8 Injunctive Relief.** Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.
- 7.9 Third-Party Analytics.** Supplier agrees not to use any third-party analytics services, software, or tools of any kind (including but not limited to any user analytics or website analytics tool that shares Institutional Information with a third party, such as Google Analytics or Meta Pixel) in connection with the performance of its obligations under this Agreement without first obtaining the express written consent of the UC Location Chancellor or their delegate. In the event Supplier wishes to use any third-party analytics services, software, or tools, Supplier must first obtain such express written consent, which consent may be withheld in UC's sole discretion. Supplier acknowledges and agrees that any use of third-party analytics services, software, or tools without such express written consent shall constitute a material breach of this Agreement that is incapable of cure by Supplier and, therefore, may result in the termination of the Agreement by UC, at UC's sole election.

ARTICLE 8: FEDERAL FUNDS

- 8.1** Supplier certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- (a) Commercial Transactions.** For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- (i) FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - (ii) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - (iii) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - (iv) FAR 52.219-8, Utilization of Small Business Concerns;
 - (v) FAR 52.222-21, Prohibition of Segregated Facilities;
 - (vi) FAR 52.222-26, Equal Opportunity;
 - (vii) FAR 52.222-35, Equal Opportunity for Veterans;
 - (viii) FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - (ix) FAR 52.222-37, Employment Reports on Veterans;
 - (x) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - (xi) FAR 52.222-41, Service Contract Labor Standards;
 - (xii) FAR 52.222-50, Combating Trafficking in Persons;
 - (xiii) FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements;



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- (xiv) FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services -Requirements;
 - (xv) FAR 52.222-54, Employment Eligibility Verification;
 - (xvi) FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - (xvii) FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - (xviii) FAR 52.224-3, Privacy Training;
 - (xix) FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - (xx) FAR 52.233-1, Disputes; and
 - (xxi) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- (b) **Non-Commercial Transactions.** For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special Terms and Conditions (Non-Commercial Items or Services)' and located at <https://procurement.ucop.edu/resources/p-policies> is hereby incorporated herein by reference.
- (c) **Federal Grants or Cooperative Agreements.** For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- (i) **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."
 - (ii) **Clean Air Act.** Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - (iii) **Byrd Anti-Lobbying.** Supplier certifies that it will not, and has not, used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
 - (iv) **Procurement of Recovered Materials.** If Supplier is a state agency or agency of a political subdivision of a state, Supplier complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - (v) **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (d) **Definitions.** In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a



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purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- (i) **Debarment, Suspension.** Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- (ii) **Compliance Reports.** Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- (iii) **Supplier Classifications.** Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- (iv) **Byrd Anti-Lobbying.** Supplier certifies that it will not, and has not, used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 9: INDEMNITY AND LIABILITY

9.1 Indemnity. To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all claims, losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind ("Claims") resulting from or arising out of the Agreement, provided such Claims are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such Claim and to permit Supplier to defend any Claim, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such Claim, and the right to consent to any settlement, which consent will not unreasonably be withheld.

9.2 Data Breach Costs. Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

- (a) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
- (b) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or
- (c) The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

"IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 10: INSURANCE

10.1 Supplier Insurance. Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

(a) **Commercial Form General Liability Insurance.** (contractual liability included) with limits as follows:

- (i) Each Occurrence \$ 1,000,000
- (ii) Products/Completed Operations Aggregate \$ 2,000,000
- (iii) Personal and Advertising Injury \$ 1,000,000
- (iv) General Aggregate \$ 2,000,000

(b) **Business Automobile Liability Insurance.** Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

(c) **Professional Liability Insurance.** If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

(d) **Workers' Compensation.** Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.

10.2 Fidelity Bond or Crime Coverage. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents, and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

10.3 Appendix – Data Security (DS). In the event Appendix - Data Security (DS) applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation:

- (a) costs to notify parties whose data were lost or compromised;
- (b) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
- (c) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
- (d) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and



- (e) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach.

The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix - Data Security (DS):

- (i) P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
- (ii) P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
- (iii) P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
- (iv) P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

10.4 Additional Requirements. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three (3) years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed, or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

10.5 UC Additional Insured; Certificates of Insurance. The coverages referred to under 10.1(a) (Commercial Form General Liability Insurance) and 10.2(b) (Business Automobile Liability Insurance) of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under 10.1(a) (Commercial Form General Liability Insurance) and 10.2(b) (Business Automobile Liability Insurance) and 10.1(c) (Professional Liability Insurance) of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates (and any endorsement pages as applicable) will:

- (a) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under 10.1(a) (Commercial Form General Liability Insurance) and 10.2(b) (Business Automobile Liability Insurance) of this Article.
- (b) Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 11: ADDITIONAL WARRANTIES

Supplier Warranties. Failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement. In addition to any warranties set forth elsewhere herein, Supplier represents, warrants and covenants:



- 11.1** Supplier is not, and will not become during the Agreement term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder.
- 11.2** Supplier will comply with all applicable laws, rules, and regulations in performing Supplier's obligations hereunder, including but not limited to procuring all necessary permits or licenses.
- 11.3** The Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with prevailing industry standards.
- 11.4** Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's systems may be susceptible to errors or failures in various crisis or force majeure situations.
- 11.5 Water and Air Pollution.** As applicable, Supplier complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code § 4477, UC is prohibited from contracting with entities in violation of Federal or State water or air pollution laws.
- 11.6 Accessibility.** As applicable to the Goods and/or Services provided under the Agreement:
- (a) Supplier complies with California and federal disability laws and regulations applicable to Supplier and UC;
 - (b) Supplier warrants that the Goods and/or Services provided will meet or exceed the accessibility requirements of the UC Information Technology Accessibility policy (IMT-1300, <https://policy.ucop.edu/doc/7000611>) in place as of the effective date of the Agreement and failure to meet or exceed such policy shall constitute a material breach of under the Agreement. This warranty shall include any of the following Good and/or Services provided by the Supplier: hardware, software, website development and/or maintenance, and any other information technology, including textbooks or any other documents.
 - (c) Supplier agrees to promptly respond to and make all reasonable efforts to resolve complaints regarding accessibility of its Goods and/or Services within a reasonable and mutually agreeable timeline. In determining this remediation timeline, Supplier and UC shall in good faith consider any relevant factors, including but not limited to, UC's liability exposure (e.g., public facing Goods and/or Services versus Goods and/or Services used only by a handful of employees), the scope of alleged accessibility issues and their severity, and the urgency in remediating the complainant's alleged accessibility issues.
 - (d) To the fullest extent permitted by law, the indemnity clause herein (Article 9) shall apply to any complaint, claim, or actions relating to the accessibility of Supplier's Goods and/or Services to persons with disabilities.
- 11.7 California Child Abuse and Neglect Reporting Act ("CANRA").** Where applicable, Supplier complies with the California Child Abuse and Neglect Reporting Act ("CANRA").
- 11.8 Debarment, Suspension, U.S. Government Restricted Party Lists.** Supplier is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither it nor its employees and agents is now nor has ever been debarred, suspended, excluded, sanctioned, or otherwise declared ineligible for award of federal contracts or participation in any government sponsored program, including any federal or state health care program (e.g., Medicare, Medi-Cal), and no proceedings, investigations, or inquiries are currently pending or threatened by any federal or state agency as a result of which Supplier or its employees or agents could be excluded, sanctioned, debarred or otherwise made ineligible from participation in any government sponsored program or sanctioned for any violation of any rule or regulation of such programs (excluding denial of reimbursement or payment of any



specific claim or claims). Supplier will immediately provide written notice to UC of any such pending or threatened investigation or inquiry upon becoming aware of such investigation or inquiry. Any breach of this Section shall give UC the right to terminate the Agreement immediately for cause.

- 11.9 Equal Opportunity Affirmative Action.** Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and Supplier will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.
- 11.10 Covered Telecommunications Equipment.** The Goods and/or Services will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25. Supplier will provide "Timely Notice" to UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within three (3) business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.
- 11.11 Cooperation.** Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will not hinder, delay, or interfere with the progress of their work.
- 11.12 Conflict of Interest.** Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision-making position with respect to Supplier. Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means: an investment worth \$2,000 or more in Supplier or its affiliate;
- (a) a position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
 - (b) receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate;
 - or
 - (c) a personal financial benefit from the Agreement in the amount of \$250 or more.
- In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes.



11.13 Outsourcing (Public Contract Code section 12147). If the Agreement will displace UC employees, Supplier will not use any funds paid to Supplier under this Agreement to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. If displacing UC employees, Supplier will ensure that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the Agreement term and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that: (i) UC may, without further obligation, terminate the Agreement for noncompliance; and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 12: PREMISES WHERE SERVICES ARE PROVIDED

The following provisions apply to the extent Services are performed on UC Premises (defined as any location owned or leased by UC):

- 12.1. Cleaning Up.** Supplier will keep UC Premises where the Services are performed and adjoining premises free from accumulations of waste caused by its employees or sub-suppliers; will remove all rubbish from and about the Premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of a dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- 12.2. Environmental, Safety, Health, and Fire Protection.** Supplier will take all reasonable precautions in providing the Goods and/or Services to protect the health and safety of UC employees, agents, and members of the public; to minimize danger from all hazards to life and property; and to comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other rights of UC, issue an order stopping any or all provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier is solely responsible for the safety of all persons employed by Supplier and its sub-suppliers on UC Premises, or any other person who enters upon UC Premises at Supplier's request or for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unqualified person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area that UC may permit Supplier to use. Supplier will 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 UC Premises at Supplier's request or for reasons relating to the Agreement. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided 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, Supplier, its sub-



suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC Premises.

- 12.3. Smoke and Tobacco Free Policy.** Per the UC Smoke and Tobacco Free Policy, UC is a smoke and tobacco-free institution. All UC campuses, labs and medical centers have adopted this policy to improve the health and safety of all students, staff, faculty, patients, and visitors. The policy prohibits the use of cigarettes, e-cigarettes, cigars, snuff, snus, water pipes, pipes, hookahs, chew, unregulated electronic nicotine delivery system, and any other non-combustible tobacco product at all UC campuses, medical centers, and facilities. (See website: <https://www.ucop.edu/safety-and-loss-prevention/environmental/program-resources/uc-smoke-free/uc-smoke-tobacco-free.html>)

ARTICLE 13: ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

This Article applies to the extent Supplier furnishes Goods:

- 13.1 Price Decreases.** Supplier agrees immediately to notify UC of any price decreases from its suppliers and to pass through to UC any price decreases.
- 13.2 Declared Valuation of Shipments.** Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- 13.3 Title to Goods.** Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the Free On Board (FOB) destination on domestic shipments, and Delivered Duty Paid ("DDP") for international shipments, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection and/or testing.
- 13.4 Changes.** Notwithstanding the provisions of Article 18.7 (Amendments) herein, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing.
- 13.5 Forced, Convict and Indentured Labor.** Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one (1) year.
- 13.6 Export Control.** Supplier agrees to provide UC (the contact listed on the Agreement) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Agreement) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).



ARTICLE 14: AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the California State Auditor and Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC and its authorized representatives, and if the underlying grant, cooperative agreement, or federal contract so provides, the underlying contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States), will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including but not limited to the costs of administering the Agreement.

ARTICLE 15: SUSTAINABLE PROCUREMENT

Sustainable Practices. Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to UC as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with UC Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) ("Policy") and the UC Sustainable Procurement Guidelines ("Guidelines"): <https://procurement.ucop.edu/suppliers/what-sustainable-procurement-uc/policy>.

In accordance with the Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with this Article will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

15.1 Standards. Supplier must meet UC-recognized certifications and standards set forth in the Guidelines and/or meet the standards of Federal Trade Commission's Green Guides.

15.2 Electronic Format. Supplier, when interacting with UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials, unless otherwise required by the Agreement or requested by UC. Supplier will be required to present all information in electronic format.

15.3 Packaging Requirements. All packaging must comply with the Toxics in Packaging Prevention Act and meet all standards and requirements set forth in the Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:

- (a) uses bulk packaging;
- (b) uses reusable packaging (e.g. totes reused by delivery service for next delivery);
- (c) uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
- (d) maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; or
- (e) uses locally recyclable or certified compostable material.

15.4 Foodservice Foam Ban. UC disallows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any UC-owned or -operated food service facility.



- 15.5 Product Packaging Foam Ban.** UC prohibits all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging including, but not limited to, low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene), polyurethane foam, polyethylene foam, polyvinyl chloride foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- 15.6 E-Waste Recycling Requirements.** All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network.
- 15.7 Hosted and Punch-out Catalog Requirements.** Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 16: UC HEALTH TERMS

Applicability. The following applies in the event and to the extent Supplier is providing Goods and/or Services to any component of UC Health, which includes UC's medical centers; UC health care providers; UC health clinics, including but not limited to its occupational health, student health and counseling centers; clinical operations of UC's medical and health professional schools; and/or UC health plans.

- 16.1 Compliance with Laws.** Supplier represents and warrants that it is currently, and shall remain throughout the term of the Agreement, in material compliance with applicable laws, rules and regulations, including, but not limited to, those relating to participation in the Medicare and Medicaid programs, the False Claims Act, the Civil Monetary Penalties Law, the State and Federal Anti-Kickback Statutes, Stark Law, and corresponding state laws; the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), the California Confidentiality of Medical Information Act ("CMIA"), and all other applicable, state, local and federal requirements. The Parties acknowledge that this Agreement, together with other contracts between Supplier and UC, will be included on the main list of physician contracts maintained by UC, as applicable.
- 16.2 Access to Books and Records.**
- (a) As and to the extent required by law, upon the written request of the Secretary of the U.S. Department of Health and Human Services ("Secretary") or the U.S. Comptroller General or any of their duly authorized representatives, Supplier shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing the Goods and/or Services under the Agreement. Such inspection shall be available for up to four (4) years after the provision of such Goods and/or Services.
 - (b) If Supplier is requested to disclose books, documents, or records pursuant to this Section for any purpose, Supplier shall notify UC of the nature and scope of such request within ten (10) days of receiving such request, and Supplier shall make available, upon written request by UC, all such books, documents, or records.
 - (c) If Supplier carries out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization (as that term is defined in 42 C.F.R. § 420.300), Supplier agrees to include this requirement in any such subcontract.
 - (d) Supplier shall indemnify and hold harmless UC if any amount of reimbursement is denied or disallowed because of Supplier's failure to comply with this Section 16.2 (Access to Books and



Records). Such indemnity shall include, but not be limited to, the amount or reimbursement denied, plus any interest, penalties, and legal costs.

- 16.3 No Requirement to Refer, Fair Market Value.** Supplier and UC each declare their intent that none of the terms of the Agreement are in exchange for any direct or indirect patient referrals or any arranged for, recommended, or promised referrals of patients. It is not the purpose nor is it a requirement of the Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, nor the purchase, lease, order, arrangement, or recommendation to purchase, lease, or order any goods, services, items, or products for which payment may be made in whole or in part by Medicare or Medi-Cal or any other Federal Health Care program. Any payments made by UC to Supplier represent the fair market value of the Goods and/or Services rendered under this Agreement and are not in any way related to or depend upon referrals by and between the Parties. Supplier shall disclose to UC the existence of any financial relationship Supplier currently has or enters in to during the term of the Agreement with a physician (or entity composed of or employing a physician) who Supplier has reason to believe is a member of the medical staff of any UC facility, as applicable. The Agreement is not intended to influence a medical professional's judgment in choosing the medical facility appropriate for the proper care and treatment of her or his patients.
- 16.4 Disclosure of Discounts.** UC acknowledges that discounts, rebates, credit, free goods and/or services, coupons, or other things of value that it may receive from Supplier under the Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. §1320a-7(b)(3)(A). UC agrees to file all appropriate reports and to properly disclose and reflect all such discounts, rebates, credit, free goods and/or services, coupons or other things of value or any price reductions in any report filed in connection with state or federal cost reimbursement programs.
- 16.5 Protected Health Information or Medical Information.**
- (a) **PHI, Defined.** As used herein, PHI shall collectively refer to "Protected Health Information," as defined by the privacy and security standards of HIPAA, the regulations promulgated thereunder by the U.S. Department of Health and Human Services, and "Medical Information", as defined by the California Confidentiality of Medical Information Act, California Civil Code §§ 56-56.16 or California Health and Safety Code §1280.15 and California Civil Code §§ 1798.82 and 1798.29.
 - (b) **Ownership.** Any and all of UC's medical records and charts created at UC's facilities as a result of performance under this Agreement shall be and shall remain the property of UC.
 - (c) **No Access to PHI.** In the event Supplier does not require access to PHI in order to perform Services pursuant to this Agreement, and Supplier has unintentionally received PHI, Supplier will notify UC immediately and Supplier shall use commercially reasonable efforts to return the PHI to UC, as applicable, and to maintain the confidentiality of the PHI. Additionally, in the event the nature of the Goods and/or Services change such as to require Supplier to have access to PHI, Supplier will notify UC, as applicable, and Supplier will execute and deliver the UC Appendix - Business Associate or modify the terms of this Agreement.
- 16.6 Compliance Auditing.** Supplier shall allow UC to audit Supplier's compliance with this Article on UC Health Terms at least quarterly. If upon audit by UC, non-compliance in regard to UC policies, and/or this Agreement, is identified, UC may give notice to cure the deficiency, and if such deficiency is not cured to UC's reasonable satisfaction, UC may terminate this Agreement.
- 16.7 Medical Devices.** This Section applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.



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- (a) "Medical Device" as used herein will have the meaning of "device" as set forth in 21 U.S.C. § 321(h).
- (b) Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (1) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (2) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (3) conduct a vulnerability scan encompassing all ports and fuzz testing; and (4) provide UC with reports for compliance with (1) – (3).
- (c) Supplier warrants that all Goods or Medical Devices comply with U.S. Food and Drug Administration's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.
- (d) Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.
- (e) Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.
- (f) Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.
- (g) If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 17: NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party. Notice may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE [Insert Supplier Name or University of California as appropriate].



ARTICLE 18: MISCELLANEOUS

- 18.1 Rights and Remedies.** The rights and remedies provided in this Agreement are in addition to and do not limit any rights or remedies afforded to UC under law.
- 18.2 Independent Contractor.** Supplier will provide the Services as an independent contractor. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible for all Services performed by Supplier's employees, agents, and subcontractors, and shall be responsible for ensuring payment of all unemployment, social security, payroll, contributions, and other taxes with respect to such employees, agents, and subcontractors.
- 18.3 Assigned Personnel; Character of Services.** Supplier will devote only qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission.
- 18.4 Assignment and Subcontracting.** Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's prior written consent. In the event consent is given, the assignee or subcontractor will be subject to all of the terms and conditions of the Agreement.
- 18.5 No Third-Party Beneficiaries.** Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 18.6 Waiver.** No waiver of a provision or nonperformance of an obligation of the Agreement is effective unless it is in writing in accordance with Article 18.7 (Amendments) herein. Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or any other provision.
- 18.7 Amendments.** The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the Parties agree to meet and confer in good faith in order to modify the terms of the Agreement. Each Party shall notify the other Party upon the occurrence of a Material Change. A Material Change as used herein refers to: (i) a change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC; (ii) a change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes; (iii) changes in the status of the Parties; (iv) changes in flow down terms from external parties; and (iv) changes in law or regulation applicable to this Agreement.
- 18.8 Whistleblower Policy.** UC is committed to conducting its affairs in compliance with the law and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.
- 18.9 Assistance with Investigations or Proceedings.** Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of third-party investigations or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.
- 18.10 Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provisions of this Agreement or any rights or obligations of the parties to this Agreement.



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18.11 Severability. If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 19: FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following “force majeure” occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such Party’s reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay, and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 20: OTHER APPLICABLE LAWS

Supplier is responsible for fully understanding and complying with all requirements under federal, state, and local law including, but not limited to Part 4.3 of Division 2 of the California Labor Code (commencing with Section 1440) and Sections 1182.14 and 1182.15 of the California Labor Code.

ARTICLE 21: GOVERNING LAW AND VENUE

California law controls the Agreement without regard to its conflict of law provisions. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 22: PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- (a)** If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)): (i) Supplier offers health coverage to its full-time employees who perform Services for UC; (ii) Supplier’s cost of enrolling such employees in Supplier’s health plan is factored into the fees for



the Services; and (iii) the fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

- (b)** If Supplier is not an Applicable Large Employer (as defined above): (i) Supplier offers group health coverage to its full-time employees who perform Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or (ii) Supplier's full-time employees who perform services for UC have individual coverage and such coverage satisfies PPACA requirements for mandated individual coverage.
- (c)** Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 23: PREVAILING WAGES

The following provisions apply to the extent Supplier is providing Services constituting construction, alteration, installation, repair, or maintenance, of UC real property or improvements, constituting a "public works" under California Labor Code §§ 1720 et seq. and related regulations.

- (a)** Supplier will comply, and will ensure that all sub-contractors (defined below) comply, with applicable California prevailing wage and related provisions, including but not limited to those set forth in California Labor Code Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of this Article, the term "sub-contractor" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-contractor to provide a portion of the Services. The term sub-contractor will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprentice-able occupations are involved in providing the Services, Supplier must comply, and ensure that any sub-contractors comply, with Labor Code Section 1777.5. Supplier and any sub-contractor may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Sections 1725.5 and 1771.1. Supplier is solely responsible for tracking and ensuring proper payment of prevailing wages. Supplier will pay not less than the UC Fair Wage (defined \$15 per hour as of 10/1/17) for Services performed at UC Premises.
- (b)** Supplier will post at any job site: (i) notice of the general prevailing per diem wage rates as ascertained by the California Department of Industrial Relations (DIR), available at each UC Location's procurement office or online at the DIR, Division of Labor Statistics and Research, website (see e.g. <http://www.dir.ca.gov/DLSR/PWD/index.htm>) as amended from time to time; and (ii) any other notices required by DIR rule or regulation. By reference, such notices are made part of the Agreement.
- (c)** Supplier will pay not less than the prevailing wage rates, as specified in the DIR determination rate schedule and any amendments thereto, to all workers eligible for prevailing wages (including sub-contractors) in providing the Services to UC.
- (d)** The Services are subject to compliance monitoring and enforcement by the DIR. Such enforcement may include, but not be limited to, penalties for each worker paid less than the prevailing rates as determined by the DIR. The amount of penalty is determined pursuant to applicable law. In the event UC pays such penalties to the DIR for Supplier or sub-contractor's non-compliance, such amounts may be deducted from the amounts due under the Agreement and shall be forfeited by Supplier. If there are insufficient funds remaining in the amounts due



under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 24: FAIR WAGE/FAIR WORK

Upon the request by UC, any audit performed as part of Contracting for Covered Services and/or Regents Policy 5402 will suffice for the annual independent verification requirements under this Article 24. (All FW/FW supplier forms and resources needed for Article 24 located here:

<https://procurement.ucop.edu/suppliers/supplier-reporting-requirements/fwfw>)

If the Agreement: (a) is for Services that will be performed at one or more UC Locations, (b) does not solely involve the furnishing of Goods, and (c) is for Services that are not subject to extramural awards containing sponsor-mandated terms and conditions, the following terms of this Article on Fair Wage/Fair Work shall apply. Supplier warrants it complies with applicable federal, state, and local working conditions requirements, including but not limited to those set forth above, and that Supplier pays its employees performing the Services no less than the UC Fair Wage (defined \$15 per hour as of 10/1/17). Supplier agrees UC may conduct such UC Fair Wage/Fair Work audits as UC reasonably requests. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunchrooms) frequented by Supplier employees who perform Services.

- (a) Upon request by UC, for Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will: (A) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision; and (B) ensure that in the case of a UC audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety (90) days after the end of the 12-month period in which \$100,000 in spend is reached. Any audit performed as part of contracting for Covered Services and/or Regents Policy 5402 will suffice for the annual independent verification requirements under this Article.
- (b) The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC. Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://policy.ucop.edu/doc/3220485/BFB-BUS-43>) for the definition of professional services and consulting.

ARTICLE 25: CONTRACTING FOR COVERED SERVICES



- 25.1** Covered Services, for the purpose of this Agreement, are defined as work customarily performed by employees in the American Federation of State, County, and Municipal Employees (AFSCME) Patient Care Technical (EX) and Service (SX) bargaining units. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.
- 25.2** Supplier warrants that it provides its employees, and any contracted individuals (each a “Worker”), performing the Covered Services with wages and benefits of equivalent value to those received by UC employees, as defined by law and applicable UC policy, providing the same or similar services at the same, or nearest UC location (“wage and benefit parity rates”). The applicable wage and benefit parity rates are set forth in the Wage and Benefit Parity Appendix attached to the Agreement or in a clause in the Agreement.
- 25.3** UC updates its wage and benefit parity rates annually on or around April 1 of each year to reflect any adjustments to wages and benefits. UC will notify Supplier of any such adjustments and Supplier hereby agrees to execute a Wage and Benefit Parity Appendix, by written amendment to the Agreement, to reflect the adjusted wage and benefit parity rates. Supplier shall be responsible for adjusting Worker wages and benefits to conform with the new rates so that the adjusted rates are effective on or before June 1 of each year, and Supplier will notify UC of the adjustment. These dates may be modified by UC from time to time. In the event of a change to these dates, UC will provide supplier with at least thirty (30) days’ advanced notice.
- 25.4** Supplier fully acknowledges that should any Worker work (i) 1,000 hours in a rolling twelve (12) month period; or (ii) 35 percent time over a rolling thirty-six (36) month period on behalf of Supplier pursuant to the Agreement, that Worker will be deemed a “qualified individual” (“QI”) and will be eligible for UC employment. Supplier acknowledges and agrees that should UC, at any time, (1) inform any Worker of their right to UC employment as a QI, or (2) make an offer of employment to any QI, and/or if the Worker accepts employment with UC, UC will not be in breach of the Agreement or in violation of any other legal obligation it has to Supplier.
- 25.5** Prior to any Worker performing Covered Services on behalf of Supplier, or within **fourteen (14) calendar days** of any request by UC, Supplier agrees to provide UC, or its designated representative, with the following for each Worker in the format requested by UC or UC’s designated representative:
- (a)** The total hours worked by each Worker who performed services on behalf of Supplier pursuant to the Agreement. Upon request, Supplier shall report each Worker’s name and hours worked providing Covered Services at a UC location. Failure to comply with the wage and benefit parity or the hours tracking/reporting requirements of this Article will be considered a breach of the Agreement;
 - (b)** Worker’s personal contact information, including but not limited to: (i) name; (ii) personal cell phone number, (iii) personal email address, and (iv) home address;
 - (c)** Any other information required by statute, including but not limited to California Public Contract Code §§ 10510.50 *et seq.*, as may be amended from time to time;
 - (d)** Executed by the Worker, the Acknowledgment Letter that outlines the Workers’ rights to UC career employment, the wage and benefit parity rate that applies to the Covered Services the Worker will perform, and notice that UC may share the following with AFSCME: the Worker’s personal contact information outlined above and/or required by statute, hours worked, and any



payroll and benefit records. The Acknowledgment Letter shall be provided to Supplier by UC or its authorized representative.;

- (e) Payroll records, including paystubs. Social Security numbers and information relating to garnishments should be redacted.;
- (f) Information pertaining to eligibility for and receipt of benefits credited toward a Worker's wage and benefit parity rate; and
- (g) Any other information required by law or UC policy as amended from time to time.

- 25.6** For all of the information referenced in this Article regarding Covered Services, per the direction of UC, Supplier shall submit such information directly to UC or via a third-party tool as UC may designate.
- 25.7** UC may from time to time provide AFSCME with a list of all of Supplier's Workers performing Covered Services, along with hours worked, payroll and benefit records, and personal contact information.
- 25.8** Upon request by UC or its authorized representative, Supplier also agrees to provide verification of an independent audit of wage and benefit parity compliance. This audit must be performed by Supplier's independent auditor or independent internal audit department and at Supplier's expense. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety (90) days after receiving request.

ARTICLE 26: SURVIVAL

Upon expiration or termination of the Agreement, this Article on Survival and the following provisions will survive: INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; LIABILITY FOR UC MATERIALS; USE OF UC NAMES AND TRADEMARKS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; INDEMNITY AND LIABILITY; ADDITIONAL WARRANTIES; ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; UC HEALTH TERMS; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.



Sustainable Practices

Responsible Officer:	EVP – Chief Financial Officer
Responsible Office:	ES – Energy & Sustainability
Issuance Date:	3/10/2022
Effective Date:	3/10/2022
Last Review Date:	2/16/2022
Scope:	All Campuses, Health Locations, and the Lawrence Berkeley National Laboratory

Contact:	Matthew St. Clair
Title:	Director of Sustainability, UCOP
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I. POLICY SUMMARY

The Sustainable Practices Policy (“Policy”) establishes goals in 12 areas of sustainable practices: green building, clean energy, climate protection, transportation, sustainable operations, zero waste, procurement, foodservice, water, health care, performance assessment, and health and well-being.

II. DEFINITIONS

Association for the Advancement of Sustainability in Higher Education (AASHE): The higher education association that sets sustainability standards for universities and colleges. Its mission is to support sustainability in higher education through empowering faculty, administrators, staff, and students to be effective change agents and drivers of sustainability innovation.

Addressable Spend: Spend that can be impacted through sourcing activities. For the purposes of this Policy, it relates to the spend within a specific product or service category.

Adjusted Patient Day (APD): Inpatient Days x (Gross Patient Revenue/Inpatient Revenue) where Gross Patient Revenue is Outpatient Revenue + Newborn Revenue + Inpatient Revenue.

California Building Code (CBC): This refers to the California Building Code, Title 24 portion of the California Code of Regulations

Clean Transportation Fuel: A clean transportation fuel is a fuel derived from a net carbon-neutral fuel source with a carbon intensity of zero or less. These transportation fuels are typically produced from nonpetroleum renewable sources. Common examples include natural gas or hydrogen derived from the capture of gases from sewage waste, manure collection, or green waste decomposition. A fuel's carbon intensity can vary based on how it is produced.

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For a California Air Resources Board's maintained list of certified carbon intensities for alternative fuels, see the website [LCFS Pathway Certified Carbon Intensities](#).

Climate Neutrality: Climate neutrality is a goal for the University to have net zero climate impacts from greenhouse gas (GHG) emissions attributed to scope 1 direct emission sources and scope 2 indirect emission sources as defined by The Climate Registry, and specific scope 3 emissions as defined by Second Nature's Carbon Commitment. This will be achieved by minimizing GHG emissions from these sources as much as possible and using carbon offsets or other measures to mitigate the remaining GHG emissions.

Combustion: As defined by CalRecycle, combustion is a rapid conversion of chemical energy into thermal energy. The reaction is exothermic. Organic matter is oxidized with sufficient air (or oxygen) for reactions to go to completion. The carbon and hydrogen are oxidized to carbon dioxide and water, respectively.

Construction and Demolition Waste: Waste generated by construction projects that do not occur every year or are not a result of regular operations and maintenance (e.g., building renovations or new construction).

Diversion from Landfill: Institutions divert materials from the landfill, combustion, or other non-allowable thermal conversion by recycling, composting, donating, reselling, or reusing.

Economically and Socially Responsible (EaSR) Spend: Spend on products or services supplied by a business holding one of the UC-recognized certifications listed in the UC [Sustainable Procurement Guidelines](#).

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by various techniques including fusing polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Fleet: University-owned or operated vehicles and mobility equipment (e.g., passenger vehicles, trucks, vans, shuttles, agricultural vehicles, marine equipment, etc.), including vehicles operated under contract with the University and for which the University/Campus maintains operational control.

Foodservice: Dining establishments such as cafeterias, restaurants, cafes, retail stores, or similar places where food or drink is stored, prepared, packaged, served, or sold for consumption on premises or elsewhere. This includes locations that administer meal plans. Health location foodservice is defined as cafeterias.

Foodware Accessory Items: All types of items usually provided alongside food in containers and cups, including utensils, chopsticks, napkins, cup lids, cup sleeves, food or beverage trays, condiment containers and saucers, straws, stirrers, and toothpicks.

Foodware: Products that are used to serve or transport food or beverages, including cups, bowls, plates, and hinged containers, as well as accessory items (see above definition). This does not include prepackaged, sealed food that is mass-produced by a third-party vendor off the premises for resale at University locations (e.g., grab-and-go items, such as prepackaged sandwiches and snacks resold in campus stores)

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Green Lab Assessment Programs: A program that works with individual laboratories and researchers to inform, collect best practices, and assess areas for improvement in research efficiency, including engagement and targeted initiatives around efficiency in natural resources and other environmental issues. This assessment program could be based on the My Green Labs (MGL) Systemwide Checklist or another similar tool. The MGL checklist was developed based on best practices from several UC campuses as well as the expertise of My Green Lab

Gross Square Foot: Pursuant to the definition in the Facilities Inventory Guide (Appendix C, page C.19), gross square footage is the Outside Gross Area, or OGSF50, and equals the sum of Basic Gross Area (the sum of all areas, finished and unfinished, on all floors of an enclosed structure, for all stories or areas which have floor surfaces) + 50% Covered Unenclosed Gross Area (the sum of all covered or roofed areas of a building located outside of the enclosed structure). OGSF50 is also known as “California Gross.”

Industrial Water: Water provided for specific industrial applications such as heating, cooling, or lubricating equipment.

Leadership in Energy and Environmental Design (LEED)TM: Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

LEED for Interior Design and Construction (LEED-ID+C) for renovation projects;

LEED for Building Operations and Maintenance (LEED-O+M) for the ongoing operational and maintenance practices in buildings; and,

LEED for Building Design and Construction (LEED-BD+C) for new buildings and major renovations of existing buildings.

Locally Compostable: Products that can be composted in the local facilities that provide service to the campus. Acceptable products will vary by facility. Locally compostable may include but is not limited to products made of plastic, paper, wood, and bamboo. Compostable products must meet the criteria outlined in the Sustainable Procurement Guidelines.

Locally Recyclable: Products that can be recycled by the local facilities that provide service to the campus. Acceptable products will vary by facility.

Location: As used in this Policy, means all UC campuses, health locations, and the Lawrence Berkeley National Laboratory, as referred to in the “Scope” above.

Municipal Solid Waste: Garbage, refuse, sludges, and other discarded solid materials resulting from residential activities and industrial and commercial operations, which are legally accepted in CalRecycle permitted landfills. Municipal Solid Waste does not include any regulated hazardous/universal waste, medical waste, or other material used as Alternative Daily Cover (ADC); however, it does include construction and demolition waste, diverted recyclables and organic waste. Non-health location waste targets refer to municipal solid waste only. Health Locations waste targets use the Practice Greenhealth definition of “Total Solid Waste,” see section III.J.

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Organic: As defined by CalRecycle, material containing carbon and hydrogen. Organic material in municipal solid waste includes the biomass components of the waste stream as well as hydrocarbons usually derived from fossil sources (e.g., most plastics, polymers, the majority of waste tire components, and petroleum residues).

Packaging Foam: Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including EPS, extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Not included are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Partner for Change: An award given through Practice Greenhealth's Environmental Excellence Awards program that recognizes health care organizations that have implemented a significant number of environmental programs and who can demonstrate continuous improvement and expansion of these programs on the path to sustainability.

Plant-Based Foods: As defined by the Culinary Institute of America's Menus of Change program, these include fruits and vegetables (produce); whole grains; beans; other legumes (pulses), and soy foods; nuts and seeds; plant oils; herbs and spices; simple combinations of these foods and their derivatives, and vegetarian/vegan alternatives to meat and dairy.

Plant-Forward: As defined by the Culinary Institute of America's Menus of Change program, this represents a style of cooking and eating that emphasizes and celebrates, but is not limited to, plant-based foods—including fruits and vegetables (produce); whole grains; beans, other legumes (pulses), and soy foods; nuts and seeds; plant oils; and herbs and spices—and that reflects evidence-based principles of health and sustainability. Often used synonymously with “vegetable-centric,” “vegetable-forward,” and “plant-centric.”

Plastic Bags: A carryout bag, regardless of the thickness of the material, made of plastic that is provided by a store or foodservice facility to a customer at the point of sale to hold customer's purchases. This does not include bags that are locally compostable.

Potable Water: Water that meets state water quality standards for human consumption.

Practice Greenhealth: The leading membership and networking organization for sustainable health care, delivering environmental solutions to hospitals and health systems across the United States.

Preferred Level Green Spend: The amount spent on products meeting the UC Preferred Level of environmental sustainability criteria as laid out in the UC [Sustainable Procurement Guidelines](#).

Reclaimed or Recycled Water: Wastewater treated with the intention of reuse, including:

Direct Potable Reuse: Treated wastewater reused for human consumption.

Indirect Potable Reuse: Treated wastewater blended with groundwater or other water sources reused as potable or non-potable water.

Non-Potable Reuse: Treated wastewater reused for purposes other than human consumption, such as irrigation, fire suppression, and industrial processes.

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Renewable Energy: Energy generated from inexhaustible sources, such as the sun or wind, or from sources that can quickly be replenished, such as biomass. For the purposes of this Policy, an energy source is renewable if it has been designated as such by the California Energy Commission ([Renewables Portfolio Standard Guidebook](#)).

Required Level Green Spend: The minimum spend that meets sustainability criteria required for a product or service category. For Required Level Green Spend criteria, see the UC [Sustainable Procurement Guidelines](#).

Research Group: When counting the laboratories assessed via a green lab assessment program, a laboratory will be counted as a research group rather than by physical rooms. As defined in the Laboratory Hazard Assessment Tool (LHAT), this group includes the workers that report to one Principal Investigator (PI) or Responsible Person. While some PI's may have multiple groups, one assessment for the purposes of this Policy will include all the people working under one PI or Responsible Person, all of the rooms they occupy or share, and field sites, if any. Total number of PI's and Responsible People will be tracked according to LHAT or a similar tracking method at campuses not using LHAT. LHAT includes research and teaching laboratories.

Savings by Design: An energy efficiency program offered by California's four investor-owned utility companies and the Sacramento Municipal Utility District. Savings By Design provides design assistance, energy analysis, life cycle costing, and financial incentives for new construction and major renovation projects. The Savings By Design program is also known as the Non-Residential New Construction Program.

Single-Pass Cooling: Single-Pass or once-through cooling systems flow water through a piece of equipment to absorb heat and dispose of the water down the drain without recirculation. Replacing and managing these types of systems is a recommended best practice by the International Institute for Sustainable Laboratories (I²SL), the U.S. Office of Energy Efficiency & Renewable Energy, and the EPA. Equipment typically using this type of cooling includes hydraulic equipment, distillation condensers, refrigeration condensers, air compressors, vacuum pumps, electron microscopes, mass spectrometers, lasers, helium recovery, and electro-magnets.

Single-Occupancy Vehicle (SOV): A vehicle driven by a single driver with no passengers. SOV percentages may separate the percentage of vehicle trips occurring in zero- or low-emission vehicles from carbon-fuel vehicles (e.g., SOV-standard fuel and SOV-alternative fuel).

Solicitation: The process of seeking information, bid proposals, and quotations from suppliers.

Sustainability Tracking, Assessment and Rating System (STARS): A transparent, self-reporting framework for colleges and universities to measure their sustainability performance. STARS provides a framework for understanding sustainability in all sectors of higher education through using a common set of measurements that enables meaningful comparisons over time and across institutions.

Sterilized Water: Water that has been cleaned to remove, deactivate, or kill microorganisms present that may be harmful to humans, primarily used in medical facilities and research.

Stormwater: Water that originates during precipitation events.

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Strategic sourcing: A process designed to maximize the purchasing power of large, decentralized organizations, such as the University of California, by consolidating and leveraging common purchases.

Sustainable Food: Food and beverage purchases that meet the AASHE STARS Technical Manual's requirements for sustainably and ethically produced food for campuses and Practice Greenhealth's sustainable food for health locations.

Sustainable Procurement: Modified from the UK Government's Sustainable Procurement Task Force (2012) Purchasing that takes into account the economic, environmental, and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization but also to society and the economy, while remaining within the carrying capacity of the environment.

Sustainable Water Systems: Water systems or processes that maximize water use conservation or efficiency, optimize water resource management, protect resources in the context of the local watershed, and enhance economic, social, and environmental sustainability while meeting operational objectives.

Takeback program: A program that allows customers to return used products or materials to either the producer or distributor for responsible re-use or recycling consistent with applicable state and federal laws. These programs encourage responsible design for disassembly and recyclability and protect the environment by keeping bulky or toxic products and packaging out of the waste stream.

Transportation Demand Management (TDM): The application of strategies and policies to reduce travel demand (specifically that of single-occupancy private vehicles). TDM programs may include car sharing (car share), carpools (rideshare), vanpools, bus pools, shuttles, transit, bicycle circulation systems, pedestrian circulation systems, emergency rides home, telecommuting, flexible schedules, parking management (amount, access, fees), etc.

Total Cost of Ownership (TCO): An analysis of cost that considers not only purchase price but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

UC Green Laboratories Action Plan: A document created with the goal of setting campus-specific targets, documenting the strengths and areas for improvement within sustainable operations of research laboratories via gap analysis, and outlining actions that can be implemented to further targets.

USGBC: U.S. Green Building Council. The USGBC is a membership-based non-profit organization dedicated to sustainable building design and construction and is the developer of the LEED building rating system.

Wastewater: Water that is discharged from domestic, industrial, or other use.

Watershed: In the context of this Policy, a watershed is the area of land that drains to a common waterway, such as a stream, lake, estuary, wetland, aquifer, bay, or ocean.

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Water systems: Natural and/or human-made systems that provide water to and support the functions of watersheds and/or human communities.

Weighted Campus User (WCU): As defined in the current AASHE STARS Technical Manual. This calculation applies only to campuses and not to health locations or LBNL.

Zero-emissions vehicle (ZEV): As defined by the California Air Resources Board (CARB) ZEV program standards, a vehicle that emits no tailpipe pollutants (e.g., criteria air pollutants, precursors, or greenhouse gases) from the onboard source of power under any possible operational modes or conditions. Common examples include battery electric and fuel cell vehicles.

Zero waste: The University's zero waste goal is made up of incremental waste reduction and waste diversion targets. The University recognizes the attainment of reduction goals stated in this Policy and a 90% diversion of municipal solid waste as minimum compliance standard to be defined as zero waste for locations other than health locations.

III. POLICY TEXT

The University of California ("University") is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. The University's locations should be living laboratories for sustainability, contributing to the research and educational mission of the University. The goals outlined throughout these policy and procedures sections shall be applied within the constraints of research needs and budgetary requirements and in compliance with safe operating practices and all applicable rules, regulations and laws. Policy goals are presented below in twelve areas of sustainable practices.

A. Green Building Design

1. New Buildings

- a. All new building projects, other than acute care facilities, will be designed, constructed, and commissioned to outperform the California Building Code (CBC) energy-efficiency standards by at least 20% or meet the whole-building energy performance targets listed in Table 1 of Section V.A.1. The University will strive to design, construct, and commission buildings that outperform CBC energy efficiency standards by 30% or more or meet the stretch whole-building energy performance targets listed in Table 1 of Section V.A.1, whenever possible within the constraints of program needs and standard budget parameters.
- b. Acute care/hospital facilities and medical office buildings will be designed, constructed, and commissioned to outperform ASHRAE 90.1 - 2010 by at least 30% or meet the whole-building energy performance targets listed in Table 2 in Section V.A.1.
- c. No new building or major renovation that is approved after June 30, 2019, will use onsite fossil fuel combustion (e.g., natural gas) for space and water heating (except those projects connected to an existing campus central thermal infrastructure). Projects unable to meet this requirement will document the rationale for this decision, as described in Section V.A.1.d.
- d. All new buildings will achieve a USGBC LEED "Silver" certification at a minimum. All

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new buildings will strive to achieve certification at a USGBC LEED “Gold” rating or higher, whenever possible within the constraints of program needs and standard budget parameters.

- e. The University of California will design, construct, and commission new laboratory buildings to achieve a minimum of LEED “Silver” certification. Design, construction, and commissioning processes will strive to optimize the energy efficiency of systems not addressed by the CBC energy efficiency standards.
- f. All new building projects will achieve at least two points within the available credits in LEED-BD+C’s Water Efficiency category (in support of section III.I.) and prioritize earning waste reduction and recycling credits (per section V.F.)

2. Building Renovations

- a. Major Renovations of buildings are defined as projects that require 100% replacement of mechanical, electrical, and plumbing systems and replacement of over 50% of all non-shell areas (interior walls, doors, floor coverings, and ceiling systems) will at a minimum comply with III.A.1.d. or III.A.1.e. Such projects will outperform CBC Title 24, Part 6, currently in effect, by 20%. This does not apply to acute care facilities.
- b. Acute care facilities and medical office buildings undertaking major renovations, as defined above, will outperform ASHRAE 90.1- 2010 by 30%.
- c. Renovation projects with a project cost of \$5 million or greater (CCCI 5000) that do not constitute a Major Renovation as defined in item III.A.2.a. will at a minimum achieve a LEED-ID+C Certified rating and register with the utilities’ Savings by Design program, if eligible. This does not apply to acute care facilities.

B. Clean Energy

In support of the climate neutrality goals outlined in Section C of this Policy, the University of California is committed to reducing its greenhouse gas emissions by reducing energy use and switching to clean energy supplies.

1. Energy Efficiency

Each location will implement energy efficiency actions in buildings and infrastructure systems to reduce the location’s energy use intensity by an average of at least 2% annually.

2. On-campus Renewable Electricity

Campuses and health locations will install additional on-site renewable electricity supplies and energy storage systems whenever cost-effective and/or supportive of the location’s Climate Action Plan or other goals.

3. Off-campus Clean Electricity

By 2025, each campus and health location will obtain 100% clean electricity. The UC Clean Power Program will provide 100% clean electricity to participating locations.

4. On-campus Combustion

By 2025, at least 40% of the natural gas combusted on-site at each campus and

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health location will be biogas.

C. Climate Protection

1. Greenhouse Gas Emissions

Each campus and the UC Office of the President will develop strategies for meeting the following UC goals:

- a. Achieve climate neutrality from scope 1 and 2 sources by 2025
- b. Achieve climate neutrality from specific scope 3 sources (as defined by Second Nature's Carbon Commitment) by 2050 or sooner
- c. Maintain greenhouse gas (GHG) emissions at or below 1990 levels, pursuant to the California Global Warming Solutions Act of 2006.

For purposes of this section, campuses will include their related health location for all goals. GHG emissions reduction goals pertain to emissions of the six Kyoto greenhouse gases (carbon dioxide, methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons, and perfluorocarbons) originating from all scope 1 and scope 2 sources as specified by the Climate Registry and from scope 3 emissions as specified by Second Nature's Carbon Commitment, which includes air travel paid through the institution; and commuting to and from campus by students, faculty and other academic appointees, and staff. These goals will be pursued while maintaining the research, education, and public service missions of the University.

Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, or participation in the CARB Cap-and-Trade Program will perform to those regulatory requirements.

2. Offsets

- a. The University will prioritize direct reductions of its covered scope 1, 2, and 3 emissions. This Policy does not require the University, as a system and as individual campuses and units, to purchase carbon offsets to meet their carbon neutrality goals; instead, it sets priorities and minimum standards if they decide to purchase offsets. In meeting the UC Sustainable Practices Policy climate goals as outlined in section III.C., the University will use offsets as a transitional strategy while implementing all feasible reductions in its scope 1, 2, and 3 emissions. The University will reevaluate and update section III.C and V.C of the Sustainable Practices Policy by 2025.
- b. The University will only use high-quality offset credits to meet its climate protection goals, beyond its requirements under California's cap-and-trade program and will draw on the University's academic capacity to vet the quality of all voluntary offset credits it uses.
- c. To align its voluntary offset program with its research, education, and public service mission, the University will choose offset projects that demonstrate or advance scalable climate solutions aligned with a path towards deep decarbonization; prioritize projects that advance University research and support student education; prioritize projects with health and social justice benefits, and benefits to the UC

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community and communities surrounding the campuses; and prioritize projects with the potential for climate benefits well beyond the credited reductions, recognizing the urgency of near-term reductions. The University will analyze the ecological, health, social, and human rights impacts of its offset decisions to avoid negative outcomes for low-income communities, communities of color, and other marginalized populations and to prioritize projects that benefit these communities.

- d. The University will develop and implement its voluntary offset procurement strategy in a way that advances understanding of and models how institutions of higher education and in other sectors can use offsets as an effective climate mitigation strategy aligned with their institutional mission.

D. Sustainable Transportation

The University will implement transportation programs and greenhouse gas (GHG) emission reduction strategies that reduce the environmental impacts from commuting, fleet and business air travel related to achieving the Climate Protection section of this Policy (see Section III.C.).

- 1. Each location will reduce GHG emissions from its fleet and report annually on its progress. Locations will implement strategies to reduce emissions from University-owned or operated fleet vehicles to align with UC's 2025 carbon neutrality goals (as defined in the Climate Protection sections of this Policy). Carbon neutral fleets can be achieved if vehicles produce no tailpipe emissions, use a clean transportation fuel, and/or if carbon offsets are purchased.

To support this goal, each location will ensure that:

- a. After July 1, 2023, zero-emission vehicles, plug-in hybrid, or dedicated clean transportation fueled vehicles will account for at least 50% of all vehicle acquisitions (including both leased and purchased vehicles).
- b. All sedans and minivan acquisitions will be zero-emission or plug-in hybrid vehicles, except for public safety vehicles with special performance requirements.
- c. In applications where zero-emission vehicles are not available, regardless of vehicle size class, the use of clean transportation fuels and other low-emission fuels will be prioritized

Furthermore:

- d. Any carbon offsets purchased to meet the carbon neutrality goal will be coordinated with the location's Office of Sustainability, will support the location's overall carbon neutrality strategy, and will follow the guidelines laid out in the Climate Protection section of this Policy (see Section III.C.).
- e. Vehicle acquisitions plans should meet the State's goal (outlined in Executive Order N-79-20) that all new passenger cars and light-duty trucks (under 8,500 lbs.) acquired after January 1, 2035, and all medium-and heavy-duty vehicles acquired or operated after January 1, 2045, will be zero-emission.

Lawrence Berkeley National Laboratory will follow federal fleet requirements in the case where federal and UC fleet requirements conflict.

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2. The University recognizes that single-occupant vehicle (SOV) commuting is a primary contributor to commute-related GHG emissions and localized transportation impacts.
 - a. By 2025, each location will strive to reduce its percentage of employees and students commuting by SOV by 10% relative to its 2015 SOV commute rates.
 - b. By 2050, each location will strive to have no more than 40% of its employees and no more than 30% of all employees and students commuting to the location by SOV.
3. Recognizing that flexible work arrangements, including telecommuting, are a low-cost, effective way to reduce emissions and carbon footprint, each location should review and update local employee telecommute and flexible work policies, guidelines, procedures, and other applicable documents to normalize and promote telecommuting options and other flexible scheduling, as aligned appropriately based on business needs.
4. Consistent with the State of California goal of increasing alternative fuel – specifically electric – vehicle usage, the University will promote purchases and support investment in alternative fuel infrastructure at each location.
 - a. By 2025, each location will strive to have at least 4.5% of commuter vehicles be zero-emissions vehicles (ZEV).
 - b. By 2050, each location will strive to have at least 30% of commuter vehicles be ZEV.
5. Each location will develop a business-case analysis for any proposed parking structures serving University affiliates or visitors to campus to document how a capital investment in parking aligns with each campus' Climate Action Plans and/or sustainable transportation policies.

E. Sustainable Building and Laboratory Operations for Campuses

1. Each campus will seek to certify as many buildings as possible through the LEED-O+M rating system within budgetary constraints and eligibility limitations.
2. All campuses will maintain an ongoing Green Lab Assessment Program supported by a department on campus to assess the operational sustainability of research groups and the laboratories and other research spaces.
 - a. At least one staff or faculty member from the campus must have the role of managing the Green Lab Assessment Program.
 - b. Any green lab assessment programs and related efforts will adhere to all relevant UC, state and national policies and laws. Safety will never be compromised to accommodate sustainability goals.
 - c. All campuses will maintain a UC Green Laboratories Action Plan.

F. Zero Waste

1. The University will achieve zero waste through prioritizing waste reduction in the following order: reduce, reuse, and then recycle and compost (or other forms of organic recycling) as described in section V.F.6. Minimum compliance for zero waste, at all locations other than health locations, is as follows:
 - a. Reduce per capita municipal solid waste generation by:

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- i. 25% per capita from FY2015/16 levels by 2025
 - ii. 50% per capita from FY2015/16 levels by 2030.
- b. Divert 90% of municipal solid waste from the landfill.
- 2. The University supports the integration of waste, climate and other sustainability goals, including the reduction of embodied carbon in the supply chain through the promotion of a circular economy and the management of organic waste to promote atmospheric carbon reduction. In support of this goal, waste reporting will include tracking estimated scope 3 greenhouse gas emissions.
- 3. The University prohibits the sale, procurement, or distribution of packaging foam, such as food containers and packaging material, other than that utilized for laboratory supply or medical packaging and products. The University seeks to reduce, reuse, and find alternatives for packaging foam used for laboratory and medical packaging products.
 - a. No packaging foam or expanded polystyrene (EPS) will be used in foodservice facilities for takeaway containers.

For implementation guidelines related to the procurement of goods for University of California campuses, reference the [University of California Sustainable Procurement Guidelines](#).

- 4. The University is committed to the reduction and elimination of single-use items in line with the University's and the State of California's Zero Waste goals and in recognition of the severe environmental impact single-use products have globally. In recognition of this commitment, locations will reduce single-use products by taking the following actions:
 - a. Eliminate plastic bags in all retail and foodservice establishments in campus facilities or located on University owned land no later than January 1, 2021
 - b. Replace disposable single-use plastic foodware accessory items in all foodservice facilities with reusables or locally compostable alternatives and provide only upon request no later than July 1, 2021
 - c. Provide reusable foodware items for food consumed onsite at dine-in facilities and to-go facilities no later than July 1, 2022.
 - d. Replace single-use plastic foodware items with reusable or locally compostable alternatives at to-go facilities no later than July 1, 2022
 - e. Phase out the procurement, sale and distribution of single-use plastic beverage bottles. Non-plastic alternatives will be locally recyclable or compostable.
 - i. Foodservice facilities will provide alternatives no later than January 1, 2023.
 - ii. Locations are encouraged to prioritize the installation of water refill stations to support the transition from single-use plastics to reusables.
 - iii. Locations will consider eliminating single-use plastic beverage bottles when contracting with suppliers, or upon contract renewal and/or extension if current contract terms prohibit (e.g., vending machines, departmental purchases, etc.).
 - f. When selecting prepackaged, sealed food that is mass produced off premises and

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resold at University locations (e.g., grab-and-go items, such as chips, candy, prepackaged sandwiches, etc.), preference should be given in contract award and negotiations to suppliers that utilize locally compostable or locally recyclable packaging options.

This Policy section (III.F.4.) also applies to third-party foodservice facilities that lease space or provide contracted services at locations. Locations will include these Policy provisions in lease language as new leases and contracts are negotiated or existing leases are renewed and work to incorporate these practices, as much as possible, within the timeframe of current leases. When procuring catering services, where possible, select providers that can provide alternatives to single-use plastics.

G. Sustainable Procurement

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services. The goals outlined throughout these policy and procedures sections will be applied within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations, and laws.

1. The University values the health and wellbeing of its students, staff, faculty and other academic appointees, visitors, and suppliers. The University seeks to provide healthy and accessible conditions for the communities it serves, and this will be considered as a fundamental factor when making procurement decisions. Where functional alternatives to harmful products or impacts exist, they are to be strongly preferred.
2. Per III.F.1. the University prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement will look to reduce unnecessary purchasing first, then prioritize the purchase of surplus or multiple-use products, before looking at recyclable or compostable products.
3. The University's sustainable purchasing requirements (detailed in the [UC Sustainable Procurement Guidelines](#)) are:
 - a. 100% compliance with Required Level Green Spend criteria within three fiscal years of the addition of those products and/or product categories to the Guidelines.
 - b. 25% Preferred Level Green Spend as a total percentage of spend per product category; target to be reached within three fiscal years after a category is added to the Guidelines.
 - c. 25% Economically and Socially Responsible Spend as a total percentage of addressable spend; target to be reached within five fiscal years of adoption of this section in the Guidelines.
4. The University's sustainable purchasing reporting requirements are:
 - a. Reporting on percent Preferred Level Green Spend beginning at the close of the first full Fiscal Year after a category is added to the Guidelines.
 - b. Reporting on percent Economically and Socially Responsible Spend beginning at the close of Fiscal Year 2018/19.
5. Each University's Procurement department will integrate sustainability into its processes

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and practices, including competitive solicitations, to satisfy the sustainable purchasing goals outlined above for products, as well as for the procurement of services. The University will do so by:

- a. Allocating a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Criteria may include, but are not limited to, sustainable product attributes, supplier diversity, supplier practices, contributions to health and wellbeing, and materials safety. Exceptions to this Policy may only be granted by the appropriate Policy Exception Authority. Decisions to grant an exception will be made in the context of a location's need to support teaching, research and public service when there is a demonstrable case that the inclusion of a minimum of 15% of the points utilized in solicitation evaluation for sustainability criteria will conflict with the project teams' ability to execute a competitive solicitation.
- b. Supporting outreach, education, and providing equal access to small, diverse, and disadvantaged suppliers for all applicable University procurement opportunities in accordance with BUS-43 policy.
- c. Comparing the Total Cost of Ownership when evaluating costs for goods and services in the selection of suppliers, whenever feasible.¹
- d. Targeting sustainable products and services for volume-discounted pricing to make less competitive or emerging sustainable products and services cost-competitive with conventional products and services.
- e. Leveraging its purchasing power and market presence to develop sustainable product and service options where not already available.
- f. Requiring packaging for all products procured by the University be designed, produced, and distributed to the end-user in a sustainable manner.
- g. Contracting with suppliers of products (e.g., electronics, furniture, lab consumables) that have established (preferably non-manufacturer specific) end-of-life reuse, recycling, and/or takeback programs at no extra cost to the University, and in compliance with applicable federal, state, and University regulations regarding waste disposal.
- h. Requiring sustainability-related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the [Federal Trade Commission's \(FTC\) Green Guides](#) for the use of environmental marketing claims.
- i. Working with its suppliers to achieve greater transparency and sustainable outcomes throughout the supply chain. This may include maximizing the procurement of products that optimize the use of resources from extraction through

¹ Public Contract Code§ 10507.8 states: "As provided for in this article, when the University of California determines that it can expect long-term savings through the use of life cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the lowest responsible bidder may be selected on the basis of the best value to the University. To implement this method of selection, the Regents of the University of California will adopt and publish policies and guidelines for evaluating bidders that ensure that best value selections by the University are conducted in a fair and impartial manner."

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manufacturing and distribution (e.g., EPA’s SmartWay Program).

6. All procurement staff will consult the UC [Sustainable Procurement Guidelines](#) document for minimum mandatory sustainability requirements to be included in solicitations for a given product or service category.

H. Sustainable Foodservices

1. Campus and Health Location Foodservice Operations

a. Food Procurement

Each campus foodservice operation will strive to procure 25% sustainable food products by the year 2030 as defined by AASHE STARS, and each health location foodservice operation will strive to procure 30% sustainable food products by the year 2030 as defined by Practice Greenhealth, while maintaining accessibility and affordability for all students and health location’s foodservice patrons.

b. Education

Each campus and health location will provide patrons and foodservice staff with access to educational and training materials that will help support their food choices.

c. Menu Development

Each campus and health location will strive to reduce greenhouse gas emissions of their food purchases through globally-inspired, culturally-acceptable plant-forward menus.

- i. Campuses and health centers will establish a baseline and goal in 2020.

Progress will be tracked annually by reporting the percentage of plant-based foods procured beginning in 2021.

2. Foodservice Operations in Leased Locations:

- a. Foodservice operations leased in campuses and health locations owned by the University of California and contractors providing foodservices in campus and health locations will strive to meet the policies in III.H.1.a-c.
- b. Campuses and health locations will include Section H of this Policy in lease language as new leases and contracts are negotiated or existing leases are renewed. However, campus and health locations will also work with tenants to advance sustainable foodservice practices as much as possible within the timeframe of current leases.

I. Sustainable Water Systems

With the overall intent of achieving sustainable water systems and demonstrating leadership in the area of sustainable water systems, the University has set the following goals applicable to all locations:

1. Locations will reduce growth-adjusted potable water consumption 20% by 2020, and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08. Locations that achieve this target early are encouraged to set more stringent goals to further reduce potable water consumption.

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- a. Each campus will strive to reduce potable water used for irrigation by converting to recycled water, implementing efficient irrigation systems, planting drought-tolerant landscaping (including California native plants where feasible and appropriate), and/or removing turf.
2. Each location will develop and maintain a Water Action Plan that identifies long-term strategies for achieving sustainable water systems.
3. Each campus will identify once-through cooling systems, constant flow sterilizers, constant-flow autoclaves and other water-to-waste cooling systems. Each campus will develop and implement plans for eliminating or replacing these systems with recirculating systems or other means of cooling that do not drain water to waste after one use.
4. New equipment requiring liquid cooling will be connected to an existing recirculated building cooling water system, new local chiller vented to building exhaust or outdoors, or to the campus chilled water system through an intervening heat exchange system, if available.
 - a. Once-through or single-pass cooling systems will not be allowed for soft-plumbed systems using flexible tubing and quick-connect fittings for short-term research settings.
 - b. If no alternative to single-pass cooling exists, water flow must be metered, automated and controlled to reduce water waste.
5. Required water efficiency measures applicable to building projects are outlined in Section A of this Policy on Green Building Design, New Building.
6. Guidelines for the sustainable procurement of water fixtures, as applicable, are listed in the UC Sustainable Procurement Guidelines.

J. Sustainability at UC Health

1. Health locations will achieve Practice Greenhealth's award "Greenhealth Partner for Change."
2. Health locations will achieve a target of 25lbs of total solid waste as defined by Practice Greenhealth per Adjusted Patient Day by 2025 and strive for 20lbs of total waste per Adjusted Patient Day by 2030. In meeting these goals, Health locations will follow the provisions outlined in section F of this Policy on Zero Waste, including limiting combustion and reducing the use of foam and single-use products.
 - a. Practice Greenhealth defines total solid waste as municipal solid waste as well as all forms of regulated waste. This includes but is not limited to regulated medical waste, biohazardous waste, pharmaceutical waste, and universal waste. It does not include construction and demolition waste.
3. In line with campus targets, health locations will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08.
4. Acute care/hospital facilities and medical office buildings in health locations will be designed, constructed and commissioned, or renovated as outlined in Section A of this

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Policy on Green Building Design.

5. Health locations will strive to procure 30% sustainable food products by the year 2030 as defined by Practice Greenhealth and outlined in Section H of this Policy on Sustainable Foodservices.

K. General Sustainability Performance Assessment

1. All undergraduate campuses must maintain a certified AASHE STARS report.
2. All campuses must achieve a Silver STARS rating and strive for Gold by 2023.

L. Health and Well-Being

Health, equity, and the environment, including climate, are deeply interconnected, thus health, inequity, and environmental and climate change require intersectoral and collaborative solutions. Healthful food, healthy buildings, and active transportation are just some examples in which health, sustainability, and equity are synergistic. The Healthy Campus Network (HCN) leadership will use a Health in All Policies² framework and broad stakeholder engagement to better address health inequities; to support a culture of health for all faculty, staff, and students; to foster community collaborations across the UC system and California; and to meet the policy goals outlined below.

1. By the end of 2022, the HCN will review the strengths and gaps in the UC Sustainable Practices Policy and make recommendations for integration based on:
 - a. Environmental and human health co-benefits,
 - b. Social, physical, and emotional well-being, and
 - c. Health equity.
2. By the end of 2021, the HCN will review and revise healthy vending goals with stakeholders to propose for inclusion in this Policy.
3. By the end of 2021, the HCN will review the chemicals of concern criteria detailed in the Sustainable Procurement Guidelines and make recommendations for the inclusion of specific Policy targets.

IV. COMPLIANCE/RESPONSIBILITIES

A. Implementation

The Executive Vice President - Chief Financial Officer is the Responsible Officer for this Policy. The UC Sustainability Steering Committee, which is chaired by the Executive Vice President - Chief Financial Officer, provides oversight for all aspects of the Policy.

B. Revisions

The President is the approver of this Policy and has the authority to approve or delegate the approval of revisions to the Policy.

² Rudolph, L., Caplan, J., Ben-Moshe, K., & Dillon, L. (2013). Health in All Policies: A Guide for State and Local Governments. Washington, DC and Oakland, CA: American Public Health Association and Public Health Institute

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The systemwide Working Group corresponding to each section of the Policy recommends Policy revisions to the UC Sustainability Steering Committee and Executive Vice President - Chief Financial Officer. Proposed provisions accepted by the UC Sustainability Steering Committee and the Executive Vice President - Chief Financial Officer will then be recommended to the President for approval or to the appropriate delegated authority, as stated above.

The Sustainable Practices Policy will be reviewed, at a minimum, once every three years with the intent of developing and strengthening implementation provisions and assessing the influence of the Policy on existing facilities and operations, new capital projects, plant operating costs, fleet and transportation services, and accessibility, mobility, and livability. The University will provide for ongoing active participation of students, faculty and other academic appointees, administrators, and external representatives in further development and implementation of this Policy.

C. Compliance

Chancellors and the Lawrence Berkeley National Laboratory Director are responsible for implementation of the Policy in the context of individual building projects, facilities operations, etc. An assessment of location achievements with regard to the Policy is detailed in an annual report to the Regents. The internal audit department may conduct periodic audits to assess compliance with this Policy.

D. Reporting

On an annual basis, the President will report to the Regents on the University's sustainability efforts in each area of the Policy. Unless otherwise specified, reporting on progress on each section of this Policy will be to UCOP as part of the development of the [Annual Report on Sustainable Practices](#).

V. PROCEDURES

A. Green Building Design

1. New Buildings and Major Renovations

- a. Projects will utilize the versions of the CBC energy efficiency standards and LEED-BD+C that are in effect at the time of the first submittal of "Preliminary Plans" (design development drawings and outline specifications) as defined in the [State Administrative Manual](#).³
- b. If eligible, all new buildings and major renovations (as defined in III.A) will register with the Savings By Design program to document compliance with the requirement to outperform CBC energy efficiency standards by at least 20%.
- c. Projects other than acute care facilities that opt to use energy performance targets for compliance with III.A.1.a. will at a minimum use the whole-building energy

³ The State Administrative Manual is a reference source for statewide policies, procedures, regulations and information developed and issued by authoring agencies such as the Governor's Office, Department of General Services, Department of Finance, and Department of Personnel Administration.

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performance target listed below that corresponds to the year of the project's budget approval.

- i. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) as developed for UC Building 1999 Energy Benchmarks by Campus, in Sahai, et al. 2014 and updated with a new "100% Lab Space" use type in the spreadsheet 2016 Whole-Building Quantitative Energy Performance Targets (2020 update).⁴

Table 1

Calendar Years	Compliance Target	Stretch Target
2015-16	65%	50%
2017-18	60%	45%
2019-20	55%	40%
2021-22	50%	35%
2023-24	45%	30%
2025 or after	40%	25%

- d. Projects will report their target energy use and how much they anticipate exceeding the CBC energy-efficiency standards (campuses), ASHRAE 90.1 - 2010 (Health Locations), or the UC Building Benchmarks at plan phase (P-Phase) approval. This information will be confirmed with modeled energy estimates at approval of the start of construction (completion of the W-Phase). Final efficiency will be reported at closeout (generally a year after the building has been occupied).
- e. Decisions affecting energy efficiency, fossil fuel use, and connection to existing central thermal services will be made in the context of the location's climate action plan. Where on-site fossil fuel combustion within the building is deemed necessary, the rationale for this decision will be documented as part of the existing project approval process. The submittal should include the following:
 - i. An estimate of annual electricity and gas use for the project as well as the project's target design energy use in thousand British thermal units (kBtu) per square foot.
 - ii. An explanation of why fossil fuel combustion is required for the project and what other alternatives were evaluated.
 - iii. An analysis explaining why fossil-fuel combustion is the most cost-effective energy source for the identified project-specific applications.
 - iv. A plan to mitigate, by 2025, the associated greenhouse gas emissions in accordance with the location's Climate Action Plan.

⁴ The "UC Building 1999 Energy Benchmarks by Campus" and "2016 Whole-Building Quantitative Energy Performance Targets (2020 update)" documents can be found at <https://www.ucop.edu/sustainability/policy-areas/green-building/index.html>.

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This documentation is part of the broader project approval process and does not require separate UCOP approval. Draft information should be submitted prior to budget approval as part of a Project Planning Guide, Delegated Authority Project Certification Checklist or related ancillary document. This information should be updated prior to design approval.

- f. Acute care facilities and medical office buildings opting to use energy performance targets for compliance with III.A.1.b. will at a minimum use the whole-building energy performance target listed in Table 2 below. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) based on ASHRAE (2012) Advanced Energy Design Guidelines for Large Hospitals.

Table 2

	Acute Care			Medical Office Buildings		
	Benchmark Average	Target	Stretch Target	Benchmark Average	Target	Stretch Target
UC Davis Health	230	160	115	85	60	43
UC Irvine Health	230	160	115	80	56	40
UCLA Health	230	160	115	80	56	40
UC San Diego	230	160	115	80	56	40
UC San Francisco Health	230	160	115	80	56	40

- g. Locations will demonstrate compliance based on the results of energy modeling that represents a best estimate of as-operated, whole-building energy use, before accounting for on-site energy generation. Targets are intended to be verifiable in actual operation following building occupancy.

Projects are also required to model and report on the following metrics:

- annual electricity consumption (kWh/gsf/yr)
- annual thermal consumption (therms/gsf/yr)
- peak electricity (W/gsf)
- peak chilled water (tons/kgf) (if applicable)
- peak thermal (therms/hr/kgf)

The following very high-intensity process loads may be subtracted out of the total building energy use intensity if they can be metered separately:

- Clean room

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- Data center
- Micro-chip fabrication
- Accelerator (e.g., laser, light source)
- Bio-safety level III Laboratory
- Magnetic Resonance Imaging (MRI)
- Positron Emission Tomography (PET)
- Computer Tomography (CT)
- Pharmacies

If a building has more than 6 Operating Rooms (ORs), additional ORs (defined as any ORs beyond the baseline of 6 ORs) may be subtracted out of total building energy use intensity if they meet the following two requirements:

- i. OR heating, ventilation and air conditioning (HVAC) is metered separately; and,
 - ii. A commitment is made by an appropriate official within the hospital's administration to implement an OR HVAC setback program in the subtracted ORs.
- h. Locations are encouraged to coordinate with local water districts in efforts to conserve water and to meet reduced water use goals of the local districts.

2. Privatized Development

- a. All privatized development of New Buildings or Major Renovations on University-owned land that is constructed in whole or in substantial part for University-related purposes (i.e., in furtherance of the University's mission, both programmatic and auxiliary uses), and build-to-suit projects not on University-owned land constructed for University-related purposes, will comply with section III.A. of this Policy. The provisions of this subsection apply regardless of the business relationship between the parties (i.e., whether a gift, acquisition, ground lease and/or lease).

3. Building Renovations

- a. At budget approval, all renovation projects should include a list of sustainable measures under consideration.
- b. For all improvement projects in spaces leased or licensed by the Regents to be used for University-related purposes for a term of greater than 12 months, locations will strive to comply with the appropriate Policy requirements in III.A.2.

4. Waiver Conditions Applicable to all Projects

- a. Waivers will only be granted in exceptional circumstances and will not be considered if the project negatively impacts the ability to comply with the goals of this Policy, in particular the goal of achieving carbon neutrality by 2025.
- b. Any proposed waiver from section III.A. of the Policy may be requested administratively from the UCOP Executive Director of Capital Programs prior to first project approval.

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- c. New Building and Major Renovation projects applying for an exception from section III.A.1.d. of this Policy should strive to achieve a USGBC LEED “Certified” rating. New building and renovation projects that are unable to achieve a USGBC LEED “Certified” rating will submit a request for an exception with a LEED scorecard and supporting documentation to the UCOP Executive Director of Capital Programs, showing the credits that the project would achieve.
 - d. Such waiver requests will indicate the applicable section of the Policy and/or Procedures; the proposed solution; and demonstrate equivalency with Policy intent.
5. General/Miscellaneous
- a. The University will develop a program for sharing best practices.
 - b. The University will incorporate the requirements of sections III.A. and V.A. into existing training programs, with the aim of promoting and maintaining the goals of the Policy.
 - c. The University planning and design process will include explicit consideration of life cycle cost along with other factors in the project planning and design process, recognizing the importance of long-term operations and maintenance in the performance of University facilities.
 - d. The University will work closely with the USGBC, I²SL, the Department of Energy, the U.S. Environmental Protection Agency, state government, and other organizations to facilitate the improvement of evaluation methodologies to address University requirements.

B. Clean Energy

- 1. Energy Efficiency: The energy efficiency goal follows the spirit of the U.S. Department of Energy’s Better Building Challenge. Each location’s percent reduction in energy use intensity (EUI) will be reported annually based on the sum of weather-adjusted energy use divided by the sum of the maintained gross square footage (OGSF50). The average annual reduction will be calculated using an established baseline as detailed in the UC EUI Tracking Methods and References. UCOP will use energy usage data from the systemwide purchased utility database for reporting campus energy use intensity, based on the campus-specified set of utility accounts and associated maintained gross square footage. Electric and gas site energy will be converted to kBtu and normalized for weather. Policy goals will be evaluated and adjusted as appropriate following the 2025 reporting year.
- 2. On-campus Renewable Energy
 - a. Each location will determine the appropriate mix of measures to be adopted within its clean energy portfolio. The capacity to adopt these measures is driven by technological and economic factors, and each location will need to reevaluate its mix of energy measures regularly.
 - b. Locations will periodically evaluate the feasibility of new on-site renewable electricity projects. The financial evaluation of these projects will fully account for the anticipated avoided costs associated with decreased on-site power production from combined heat and power plants and/or purchased electricity, as well as the avoided

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cost of carbon.

3. Off-campus Clean Electricity

- a. Clean electricity is defined as having a residual greenhouse gas emission factor that is less than 150 lbs. CO₂/MWh.
- b. Clean electricity will be procured through the following methods and reported on annually:
 - iii. A location may opt-in to a utility-provided green power program for its purchased electricity that meets the definition of clean electricity specified in V.B.3.a.
 - iv. The UC Clean Power Program, which will procure and supply to participating campuses 100% clean electricity.
 - v. Those locations without access to a green power program may purchase Renewable Energy Credits (REC) to offset purchased electricity. To be counted, such RECs will be transferred to UC or retired on behalf of UC.
4. Where feasible, the University will seek to benefit from the economies of scale and reduce risk by developing a portfolio for systemwide clean energy procurement contracts from which locations may benefit.
- 5. On-campus Combustion**
 - a. The University will develop and procure biogas supplies under the direction of the Energy Services Unit Governing Board (The Governing Board). The Governing Board will establish acceptable pricing for biogas projects and determine how the biogas will be allocated to each location. Locations may also implement local projects to directly transport biogas to the location.

C. Climate Protection

1. Each campus will maintain individual membership with [The Climate Registry](#) (TCR).⁵ Campuses will include their health locations in their membership.
2. Each campus will complete a Greenhouse Gas (GHG) emissions inventory annually. Campuses will include their health locations in their inventories.
3. To comply with TCR and the Second Nature Carbon Commitment requirements,⁶ inventories should contain emissions of the six Kyoto greenhouse gases from scope 1 and 2 emission sources outlined in the TCR General Reporting Protocol; and scope 3 emissions sources outlined by the Second Nature Carbon Commitment's Implementation Guide. All UC campuses will report their updated emissions inventories through the Second Nature Carbon Commitment online reporting tool at least biennially. Campuses must verify all emissions inventories through TCR. Campuses may either pursue verification annually (for the previous year's emissions inventory) or biennially

⁵ The Climate Registry is a nonprofit collaboration among North American states, provinces, territories and Native Sovereign Nations that sets consistent and transparent standards to calculate, verify and publicly report greenhouse gas emissions into a single registry.

⁶ The Second Nature Carbon Commitment requirements are outlined at [Second Nature: The Presidents' Climate Leadership Commitments](#).

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(for the emissions inventories from the previous two years).

4. Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, or participation in the CARB Cap-and-Trade Program will complete the relevant emissions inventories outlined in the USEPA and CARB reporting protocols.
5. Each campus will regularly update its climate action plan for (a) maintaining GHG emissions at or below 1990 levels ; (b) achieving climate neutrality for scope 1 and 2 sources by calendar year 2025 (annual 2025 emissions reported in 2026); (c) achieving climate neutrality for the Second Nature Carbon Commitment-specified scope 3 sources (as defined by Second Nature's Carbon Commitment) for calendar year 2050 (annual 2050 emissions reported in 2051); and, (d) climate action planning will integrate environmental justice, adaptation, and resilience. This will include an annual review and update, if needed, of the GHG reduction strategies reported by the campus to the UC Office of the President (UCOP). Campuses will include their health locations in the action plan.
6. Each campus will complete an assessment of Scope 1 emissions from natural gas combustion by 2035 or at the date when that location's combined heat & power plant (or any other major fossil fuel-using campus infrastructure) is planned for capital renewal or major repair, whichever occurs first. The assessment should determine the best pathway, at that point, to decarbonize 80% of scope 1 emissions through means other than offsets. A de-carbonization assessment should evaluate, but is not limited to, (1) progress toward de-carbonization of piped gas, (2) the feasibility of installing on-site carbon capture, (3) electrification of carbon-emitting plant equipment, (4) hydrogen or synthetic methane injection, (5) emergent technologies, and (6) energy efficiency directed at Scope 1 footprint reductions. The assessment should be provided to campus leadership and inform each campus's Climate Action Plan.
7. The Climate Change Working Group (CCWG), under the UC Sustainability Steering Committee and represented on the President's Global Climate Leadership Council, will monitor progress toward reaching the stated goals for GHG reduction and will evaluate suggestions for strategies and programs to reach these goals.
8. The CCWG will develop protocols for growth adjustment, data normalization, and accurate reporting procedures, as required.
9. The University will use only high-quality carbon offsets to meet its climate protection goals beyond its requirements under California's cap-and-trade program. High-quality offsets represent real, additional, quantifiable, durable, and enforceable emissions reduction or carbon removal that have undergone third-party verification.⁷
 - a. For the purposes of this section, offsets are considered:
 - i. Additional if the credited reductions would not have occurred were it not for the offset program or the University's climate protection policy. Additionality can be

⁷ Third-Party Verification will involve an audit of offset project eligibility or claimed reductions or removals against an approved methodology by an independent party.

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- assessed for an individual project or for a project type.
- ii. Durable if there is a very high likelihood that they will remain out of the atmosphere for 40 years on-site or through commitments to replace credits.
- iii. Enforceable if the University is able to reasonably ensure that its quality standards are met.
- b. The University recognizes that not all offset credits available for purchase from projects registered in the major offset registries represent high-quality emissions reductions.
- c. The University will evaluate the quality of each offset project it uses, involving a peer review process overseen by the Carbon Abatement Technical Committee (CATC). The CATC will be made up of at least one representative from each University of California campus, LBNL, Office of the President, and at least one student and one faculty member representative from the University. This review will include evaluating individual projects, or types of projects, against the University's offset quality criteria by appropriate experts. Peer review is in addition to third-party verification.
- d. Credits are considered to be real if the quantity of credits generated and used by a project, or a project type, does not exceed conservative estimates of the actual effect of the project, or the set of projects of the project type, on emissions. When there is uncertainty in emissions reduction/removal estimates, estimates are conservative when they are more likely to under-represent than to over-represent actual emissions reductions/removals achieved. Evaluations will take into account the following factors as detailed in the UC Offset Procurement Guidelines: project additionality, conservativeness of methods used to estimate emission reductions, including the baseline, and effects outside of project boundaries such as through leakage.⁸
- e. The results of these evaluations, including quantitative assessments of credit quality and justifications for the assumptions and determinations made, will be released publicly for all offset projects or project types the University uses to meet its climate targets.
- f. The CATC will develop and maintain additional criteria, guidelines, and procedures for evaluating offset projects against the University's quality and mission criteria in the UC Offset Procurement Guidelines to be published in 2022.
- g. The University recognizes the quality and mission benefits of implementing its own offset projects. UC-initiated offset projects give the University greater knowledge about the project with which it can ensure the projects' additionality and have confidence in the emission reduction estimates. UC-initiated offsets can also support the University's mission by researching, testing, and refining climate mitigation solutions and supporting student education which can have climate mitigation

⁸ An offset project results in leakage when it reduces an activity, in turn causing that activity, and the associated emissions, to shift location to somewhere outside of the offset project boundaries. For example, a project that increases forest carbon by reducing timber harvesting can result in increased harvesting on other forestlands to meet timber demand.

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benefits far beyond the reduction from the credited offset project. The University system and its individual campuses and units will prioritize offset projects with active University involvement.

- h. Decisions affecting offset procurement will be made in the context of the location's climate action plan while following the offset requirements set forth in this Policy.

D. Sustainable Transportation

1. The Sustainable Transportation Working Group, with input from the Climate Change Working Group, will develop normalized data reporting protocols to track progress on the implementation of sustainable transportation programs. Annually, each location will collect and report:
 - a. Fleet efficiency metrics: fleet fuel consumption, total vehicle inventory, and total number and percent of new ZEV fleet acquisitions.
 - b. Commute data: employee and campus-wide mode split, including telecommute and compressed week, average vehicle ridership (AVR), and percent of commuter alternative fuel vehicles, including ZEVs.
 - i. Average vehicle ridership is calculated by dividing all person trip arrivals by private vehicle trips, with adjustments for telecommuting, compressed work weeks, and zero-emission vehicles (based on the South Coast Air Quality Management District's methodology).
 - c. Number and type of alternative fuel infrastructure (e.g., electric vehicle charging stations, natural gas, etc.).
2. Due to the unique characteristics of each campus' fleet management protocols, each location will:
 - a. Develop a Fleet Sustainability Implementation Plan by January 1, 2022, to document the infrastructure and financial needs to implement a low-carbon fleet program and lower campus fleet carbon emissions through 2025.
 - b. Implement practical measures to improve fleet emissions, including, but not limited to, managing vehicle fleet size, eliminating non-essential vehicles, purchasing the cleanest and most efficient vehicles and fuels, and investing in clean bus operations.
 - c. Establish a local process for centralized review and approval of vehicle acquisitions to ensure that those acquisitions comply with this Policy, that non-compliant acquisitions are operationally and financially justified, and that locations take advantage of opportunities to improve fleet utilization and efficiency.
3. Explore partnerships with local agencies, including the Department of Energy's Clean Cities program, on opportunities to improve sustainable transportation access to and around University facilities in addition to developing its own transportation programs.
4. Each location will implement parking management and pricing strategies to support emissions reduction, trip reduction, and sustainable transportation goals, including variable pricing and unbundling parking and housing costs.
5. The University will pursue strategic programs and data collection to offset greenhouse gas emissions related to commutes and business-related campus air travel. The

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Sustainable Transportation and Climate Change Working Groups will set an interim emissions reduction target for transportation-related scope 3 emissions.

6. The Sustainable Transportation Working Group will support central and local Human Resource Offices, and other key stakeholders, in developing systemwide best practices guidance on telecommuting, flexible work schedules, and other alternative work arrangements. Any recommendations should take into consideration issues surrounding costs, savings, challenges, and equity.
7. This Policy will be consulted for all new campus development – including acquisitions and leases – to evaluate how the development or acquisition would meet the transportation policies and goals of the campus and University.
8. The Sustainable Transportation Working Group will regularly update the systemwide best practices guide for implementing this Policy and take steps to implement the best practices identified throughout the UC system. Mechanisms for reducing transportation emissions include, but are not limited to:
 - a. Constructing additional on-campus housing (e.g., student housing and temporary housing for new faculty)
 - b. Expanding transportation demand management (TDM) programs: car share, carpool/rideshare, vanpool, shuttles, transit, bicycle circulation system, pedestrian circulation system, emergency rides home, parking management and pricing, employee service, retail amenities, etc.
 - c. Expanding intra-campus transportation programs such as shuttles, car share, bike share, bicycle, pedestrian infrastructure, etc.
 - d. Encouraging flexible work schedules and/or telecommuting programs to provide alternative commute flexibility and options in accordance with local practices.
 - e. Replacing fleet vehicles with newer, more fuel-efficient vehicles when ZEV are not available
 - f. Rightsizing fleets (determining the appropriate fleet size, revising business practices to reduce the need for travel)
 - g. Reducing overall fleet miles traveled
 - h. Increasing use of fuels with lower GHG emissions
 - i. Installation of telematics and GPS to measure and help reduce fuel consumption by monitoring and reducing excessive idling and speeding.

E. Sustainable Building and Laboratory Operations for Campuses

1. The University will incorporate the Sustainable Building and Laboratory Operations policy requirements into existing facilities-related training programs, with the aim of promoting and maintaining the goals of the Policy.
2. The University will work closely with the USGBC to address the needs and concerns of campuses in the further development of USGBC programs, including the LEED-O+M rating system and the USGBC's "Application Guide for Multiple Buildings and On-Campus Buildings."

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3. Campuses will use the LEED-O+M certification process to advance the University's educational and research mission by using the buildings as living, learning laboratories.
4. Campuses will assess at least three new research groups through their Green Lab Assessment Program.
5. Campuses will maintain a UC Green Laboratories Action Plan to determine strengths and areas for improvement within the operations of research laboratories with respect to sustainability and carbon neutrality. A standard template for this with required sections will be maintained and updated by the Sustainable Building and Laboratory Operations Working Group, and this plan will be updated every four years (2018, 2022, 2026 and so on).
6. Each campus will report annually on their Green Labs program progress, including the number of researchers directly and indirectly engaged by the program each year.

F. Zero Waste

1. The University will voluntarily comply with Chapter 18.5, the "State Agency Integrated Waste Management Plan," in California Public Resources Code Section 40196.3.
2. Waste reduction and recycling will be prioritized in seeking LEED credits for LEED-BD+C, LEED-ID+C, and LEED-O+M projects.
3. By the end of 2018, locations other than health locations will submit new waste management plans, including planned waste reduction strategies. Plans will include campus and regional waste management practices and options, evaluate progress towards Policy goals, and determine the associated costs of achieving Policy goals. Waste management plans will be updated and submitted to the Office of the President's Associate Vice President of Capital Programs, Energy and Sustainability every five years.
 - a. The 2023 updates to locations' waste management plans will identify the next steps to take (including costs, responsible parties, etc.) towards eliminating non-essential single-use plastics by 2030 and assess other opportunities for eliminating other single-use products. The findings of these assessments will be used to recommend changes and additions to section III.F.4. of this Policy no later than July 1, 2024.
4. In line with the objective to minimize the use of single-use products (Section III.F.4), all locations will,
 - a. Create a local implementation procedure that includes the delineation of an exception/exemption protocol (i.e., identifying campus authority, implementation authority, etc.) for cases where reasonable alternatives to plastic do not exist. Key stakeholders could include sustainability, dining, athletics, event services, and other departments that operate foodservice facilities. Local procedures may consider allowing plastic water bottles for emergency services, emergency water storage, and at events where alternatives are not practically available.
 - b. Work to identify and reduce single-use plastics that are not identified in section III.F.4.
 - c. Recognize that accessibility for and inclusion of the disability community is a priority and integrate best practices into their local implementation procedures to ensure this

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Policy and its implementation do not create barriers to access or an unwelcoming environment. This includes providing reasonable alternatives to single-use plastic products. If reasonable alternatives are not available, a small stock of single-use plastics (including, but not limited to, plastic straws) should be maintained and made readily available for individuals who need them either at the point of service/cashier; or upon request at dine-in facilities.

5. Exceptions will be considered for entities that represent less than 1% of the overall campus solid waste tonnage.
6. Reduction, reuse, recycling and composting are the primary methods to be counted toward the municipal solid waste diversion from landfill goals. The goal is to strive for the highest form of resource recovery methods and the best use of the materials. The hierarchy for resource recovery is as follows:
 - a. Source reduction: The reduction of waste is the highest form of resource recovery as it eliminates the products from being manufactured or transported in the first place.
 - b. Reuse: Reuse materials in their original form (e.g., use lumber for lumber, mugs instead of single-use cups, reuse course readers in subsequent classes. These methods maintain the embodied energy in each material.)
 - c. Composting and recycling: Composting is the recycling of organics such as animal waste, bedding, green waste, and food waste into compost and mulch. Recycling refers to the conversion of waste into basic materials so they can be made back into new products.
 - d. The methods of reusing and recycling waste vary and will evolve over time as technologies improve. The Zero Waste Working Group – comprising waste and recycling professionals from each location – will continue to evaluate recycling methods and recommend their appropriateness for counting toward diversion goals.
7. Waste Reduction: For the purposes of measuring waste reduction, reporting will be in waste generated per capita per day. Waste generated includes municipal solid waste that goes to landfills and all waste that is diverted through recycling, organics or conversion technologies. Not included in waste reduction calculations are:
 - a. Waste generated as part of major construction and demolition projects;
 - b. Organic waste generated due to landscape management;
 - c. Agricultural and animal-related waste.
8. Per capita metrics will be understood in the context of business operations and activities:
 - a. Campuses will use Weighted Campus User
 - b. LBNL will use Full-Time Equivalent

Other locations should use the per capita metric that best supports their business operations.
9. Locations other than health locations will strive to achieve 90% diversion of municipal solid waste as soon as feasible through steps that include but are not limited to

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partnering with local waste haulers to maximize diversion opportunities available and actively engaging with their local campus users to improve source separation. These locations will outline their strategy for maximizing diversion in their waste management plans and updates. Every year, locations will report to UCOP on their progress and next steps towards meeting this target and identify common barriers and opportunities.

10. The Zero Waste Working Group will coordinate the development of a systemwide best practices guide to outlining methods for quantifying waste generation and diversion at University locations. This guide will include recommendations on boundaries, calculation methodologies, contamination rates, tools, best practices for waste reduction and diversion, etc.
11. Where significant data methodology errors are found in benchmark years, an appropriate alternative methodology will be determined by agreement with UCOP and the Zero Waste Working Group.
12. Reporting of solid waste and recycling data will follow ULs Environmental Claim Validation Procedure for Zero Waste to Landfill (UL2799: 2017-03-22: 3rd Edition) and should be applied in principle to future standards/ editions. Where there are discrepancies between UC policy definitions and goals and UL2799 and subsequent editions, the Policy language will apply.
13. Campuses will be able to meet up to 10% of their diversion targets through combustion until the end of FY2021/22, after which the UC will no longer accept combustion as a form of diversion. No campus will increase the percentage of combustion reported as diversion from reported FY2015/16 levels. Up to 10% of total waste generated per campus may be disposed of through allowable thermal residual conversion after FY2021/22. To count, (non-combustion) waste converted through thermal processes must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. The total value of converted materials counted as diversion from landfill is not to exceed 10%.
 - a. Consistent with CalRecycle and the Southern California Conversion Technology Project, Allowable Thermal Residual Conversion includes: thermal, chemical, mechanical, and/or biological processes capable of converting post-recycled residual solid waste into useful products and chemicals, green fuels like ethanol and biodiesel, and clean, renewable energy. It does not include combustion. Examples include the transformation of post-recycled residual materials into usable heat or electricity through gasification, pyrolysis, distillation, or biological conversion other than composting. To count as allowable residual conversion, the process must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. Materials that are otherwise landfilled or incinerated, including biomass conversion operations that exclusively incinerate organic materials, landfill-gas-to-energy (LFGTE) facilities, and other facilities that do not employ integrated materials recovery or equivalent sorting and recovery systems may not be considered as converted residual waste.

G. Sustainable Procurement

1. This section V.G. will be applied within the constraints of research needs and budgetary requirements and in compliance with applicable rules, regulations and laws.

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2. The University will work to remove harmful chemicals from products brought onto campus by increasing the purchase of products and materials that disclose known hazards (e.g., in compliance with the requirements of LEED BD+C [v4 “Building product disclosure and optimization - material ingredients”](#) - or updated equivalent) and choosing products with reduced concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.
3. The University will require suppliers to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punch out catalog e-procurement environments.
 - a. Commodity/Contract Managers will work with all contracted suppliers to ensure that contract items that meet the UC criteria for Green and Economically and Socially Responsible (EaSR) Spend as outlined in the Guidelines will be prioritized in all product searches.
 - b. Unless locations request otherwise, products that do not meet the University’s minimum criteria requirements will be blocked in all hosted catalogs and punch out catalogs upon contract award.
4. The University will require all strategically sourced suppliers to report annually on their sustainable business operations and quarterly on the University’s sustainable purchasing activity. Quarterly spend reports will be collected by the appropriate University of California Procurement Services department. Quarterly spend reports must be filterable, include all products and services purchased, use an Excel-compatible software, include information on a single sheet, and include the following fields:
 - Campus
 - Department and/or delivery location
 - SKU and/or manufacturer number
 - Item description
 - 8-digit UNSPSC code
 - Product category/Title of UNSPSC code
 - Quantity
 - Unit of measure
 - Price
 - Third-party sustainability attribute or certification as recognized in the Guidelines
5. Locations, not including health locations or the Lawrence Berkeley National Lab, will report annually to the UC Office of the President (UCOP) their percent Preferred Level Green Spend and EaSR Spend for product and service categories defined in the Guidelines. For the first two years of reporting, reports on Preferred Level Green Spend will include, at minimum, a location’s share of products purchased from systemwide strategically sourced suppliers, with reports to be provided by the suppliers to UCOP and locations. EaSR Spend reporting will be compiled at the campus level, with the

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support of UCOP. Reports will be reviewed by each location for accuracy and signed by the location's Chief Procurement Officer, with reporting due 60 days after fiscal close. Reporting procedures will be reviewed after two years of reporting under this Policy.

6. The University Standards for all packaging materials will be outlined in all solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet the UC Standards.
 - a. Additional consideration in bid evaluations will be given to suppliers who meet more than one criteria listed in 8 (a) - (e) for packaging, and with preference given to bids meeting 8 (b).
7. In accordance with section III.F.3., the University has disallowed the use of packaging foam after 2020. For implementation procedures, reference the University of California [Sustainable Procurement Guidelines](#).
8. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g., totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#);
 - e. Uses locally recyclable or certified compostable material.
9. Suppliers, when interacting with the University, will be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in an electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.
10. All recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN). In cases where the University has established take-back programs with a manufacturer, the University will encourage the manufacturer to become a BAN-certified e-Steward Enterprise (e-Stewards for Enterprises).
11. The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement section of this Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract; the AVP, UC Health Procurement for a UC Health Systemwide contract; and otherwise by the Procurement/Supply Chain Director of the campus, medical center, or Laboratory.

H. Sustainable Foodservices

1. Campus and health location foodservice operations subject to this Policy will include

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self-operated and contract-operated foodservices, as well as foodservices in leased locations.

2. Sustainable food is defined as food and beverage purchases that meet AASHE STARS' "sustainably and ethically produced" food for campuses and Practice Greenhealth's "sustainable food" for health locations, as outlined below:
 - a. [AASHE STARS 2.2 Sustainably and Ethically Produced](#) for campuses;
 - b. [Practice Greenhealth Healthier Food Purchasing Standards](#) for health locations.
3. Plant-based foods as defined by the Culinary Institute of America's Menus of Change program includes fruits and vegetables (produce); whole grains; beans; other legumes (pulses), and soy foods; nuts and seeds; plant oils; herbs and spices; simple combinations of these foods and their derivatives, and vegetarian/ vegan alternatives to meat and dairy.
 - a. AASHE STARS provides additional [guidance on processed food items](#).
 - b. Animal products (i.e., meat, poultry, fish, seafood, eggs, and dairy) and their derivatives, drinking water, and most ultra-processed foods do NOT qualify as plant-based foods. Examples of ultra-processed foods include sweet or savory packaged snacks; chocolate and candies (confectionary); mass-produced packaged breads and buns; cookies (biscuits), pastries, cakes, and cake mixes; instant sauces; many ready to heat products, including pre-prepared pies and pasta and pizza dishes; powdered and packaged 'instant' soups, noodles and desserts; carbonated drinks; 'energy' drinks; 'fruit' drinks; and distilled alcoholic beverages such as whiskey, gin, rum, and vodka.
4. All foodservice operations should track and report annually the percentage of total annual food budget spent on sustainable food and plant-based products.
5. Each campus and health location procurement department will integrate sustainability into competitive solicitations. Procurement departments will allocate a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Additional guidelines for procurement are listed in III G and the [UC Sustainable Procurement Guidelines](#).
6. The University prioritizes waste reduction in the following order: Reduce, reuse, and then recycle and compost. Campuses, health locations, and leased foodservice operations are encouraged to utilize compostable foodservice containers and packages that have recycled and/or sustainably harvested content wherever possible. Guidelines for compostable foodware are listed in the [UC Sustainable Procurement Guidelines](#).
7. Each campus and health location is encouraged to maintain accessibility and affordability for all students, staff, and patrons. Campuses are encouraged to explore food recovery programs that can support campus basic needs programs.

I. Sustainable Water Systems

1. Reporting Methods
 - a. Explicitly identify the geographic and operational areas comprising the scope of location water usage (e.g., the campus as defined by its Long Range Development

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Plan boundary, excluding third-party operated facilities).

- b. Locations with health locations may choose to report health locations data and progress toward the target separately from the main campus.
- c. All locations will report water usage in a tabular format using the following methods:
 - i. Measure per capita water consumption by Weighted Campus User (WCU) for main campuses and Adjusted Patient Day (APD) for health locations. If necessary, WCU and APD may be combined using the following calculation:
$$[(APD/360) * 1.5] + WCU;$$
 - ii. Potable water usage for a baseline period that is three consecutive fiscal years, including FY 2005/06, 2006/07, and FY 2007/08:
 - Total location potable water usage, in gallons, for each of the three years comprising the baseline period,
 - WCU, or APD, for each of the three years comprising the baseline period,
 - Baseline Potable Water Usage: calculate the baseline metric as follows: Step 1: Divide each year's total water use in gallons by that years' WCU or APD population. Step 2: Average the three gallons/population calculations to derive the Baseline Potable Water Usage for the location,
 - Multiply the Baseline Potable Water Usage figure by 0.64 to derive the location's 2025 Potable Water Usage Target, and
 - Unless impracticable, provide average gallons of potable water usage per baseline year per gross square foot of location built space for which potable water consumption is being reported
 - iii. Potable water usage for the most recent fiscal year.
 - If using only the most recent fiscal year, and not an average, list in the table the following:
 - Total location potable water usage, in gallons, for the most recent fiscal year,
 - WCU or APD for the most recent fiscal year,
 - Divide the gallons by the WCU or APD to derive the Current Potable Water Usage, and
 - If feasible, provide average gallons of potable water usage per gross square feet for either the three most current fiscal years, if that is the method adopted, or for the single most current fiscal year, using the methodology described above.
 - iv. If data is available, total location non-potable water usage, in gallons, for the most recent fiscal year.
 - v. If data is available, report or estimate water usage in the following use categories at a minimum: buildings, landscape, and central plant including cooling towers, identifying the quantities of potable and non-potable used for these purposes.

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2. Reporting Schedule

- a. Each location prepared a Water Action Plan as specified below and submitted it to the Office of the President by December 2013.
- b. Beginning the following year, each location will provide an annual progress report on implementing its Water Action Plan to include progress on its water usage reduction.

3. Water Action Plans

- a. Each Water Action Plan will include:
 - i. Water usage and reduction strategies addressing major categories of usage such as irrigation and landscaping, potable water, non-potable water, industrial water, sterilized water, reclaimed water, wastewater, and any other water systems;
 - ii. Stormwater management, including stormwater capture and reuse (or reference to the campus' separate stormwater management plan, if one exists);
 - iii. Suggestions for implementation of innovative water-efficient technologies as part of capital projects and renovations (e.g., installation of WaterSense certified fixtures and appliances, greywater reuse, rainwater harvesting, and watershed restoration); and
 - iv. Education and outreach on water conservation.
- b. Each Water Action Plan, and the water conservation and water efficiency strategies they contain, will also take into account relevant regional conditions and regulatory requirements, will recognize historical progress, and will acknowledge current location best practices implemented.

J. Sustainability at UC Health

1. The UC Health Sustainability Working Group, with input from relevant working groups for each subject area, will develop normalized data reporting protocols to track the implementation of sustainability programs at health locations. Annually, the UC Health Sustainability Working Group will report to the University of California Health Center Chief Operating Officer Group and the University of California Sustainability Steering Committee.
2. Health locations will participate in Practice Greenhealth's reporting program and report at a minimum metrics for energy, carbon, water, and waste. To meet the reporting requirements, reporting to Practice Greenhealth will reflect UC Health location boundaries and will use either adjusted patient encounters or adjusted patient days as appropriate to reflect non-licensed patient encounters. Reporting to Practice Greenhealth will be based on the most recently completed fiscal year.
3. Health locations may discretionarily submit additional facility-specific applications to Practice Greenhealth for award consideration in addition to a total site/campus application. The stated goal of achieving Practice Greenhealth Partner for Change Awards may be at the campus or facility level.

K. General Sustainability Performance Assessment

1. The rating must be for a current certified STARS report and under the current STARS

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point allocations.

L. Health and Well-Being

1. The Healthy Campus Network will build a systemwide working group that will work closely with campuses, health locations and community stakeholders to build out and coordinate implementation of this section of the Policy.

VI. RELATED INFORMATION

[AASHE STARS 2.2 Sustainably and Ethically Produced \(Food and Beverage Purchasing\)](#)

[AASHE STARS guidance on processed food items](#)

[BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management](#)

[BFB-BUS-38: Disposition of Excess Property and Transfer of University-Owned Property](#)

[California Air Resources Board LCFS Pathway Certified Carbon Intensities](#)

[California Building Code, Title 24](#)

[California Energy Commission's Renewables Portfolio Standard Guidebook](#)

[e-Stewards for Enterprise](#)

[Facilities Inventory Guide](#)

[Federal Trade Commission's \(FTC\) Green Guides](#)

[Practice Greenhealth Healthier Food Purchasing Standards for health locations](#)

[Public Contract Code: Materials, Goods, and Services, Section 10507.8](#)

[Public Contract Code: Construction](#)

[State Administrative Manual](#)

[The Climate Registry](#)

[Trademark Licensing Code of Conduct](#)

[UC Annual Report on Sustainable Practices](#)

[UC Flexible Work Arrangements and Telecommuting Website](#)

[UC Sustainability Website](#)

[UC Sustainable Procurement Guidelines](#)

[UC Sustainable Procurement Website](#)

[UC 2016 Whole-Building Quantitative Energy Performance Targets \(2020 update\)UL 2799](#)

[Environmental Claim Validation Procedure for Zero Waste to Landfill](#)

[U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#)

VII. FREQUENTLY ASKED QUESTIONS

Not applicable.

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VIII. REVISION HISTORY

March 10, 2022: Policy revised to update the following sections with new goals, procedures, and clarifications: Green Building Design, Climate Protection, Sustainable Transportation, Sustainable Water Systems, and Sustainability at UC Health. Added a Health and Well-Being Policy section. Made minor clarifications to water and procurement sections.

Updated the Green Building Design section to reference an updated list of whole building performance targets that include 100% Lab Space and include reporting on the energy efficiency policy requirement for new buildings.

Included new provisions establishing criteria for the purchase of carbon offsets to the Climate Protection sections, added a reference to climate justice in campus's Climate Action Plans, and clarified that GHG reductions should be maintained after the 2020 target date.

Replaced the fleet targets in the Sustainable Transportation section with ones that better reflect State policy and technological advances. Incorporated telecommuting into the Sustainable Transportation goals.

Updated the Sustainable Water Systems section to make it easier to read and removed expired dates and details that are already regulatory requirements.

Revised the water and waste goals for health locations so that the same targets are now applicable to each health location.

July 2020: Policy revised to update the following sections with new goals, procedures, and clarifications: clean energy, climate protection, sustainable building and laboratory operations for campuses, sustainable foodservice, zero waste, and UC Health. Policy expanded to add a section for general sustainability performance assessment. The following provides more details on the updates:

Added a new provision to the Climate Protection section to require that campuses formally assess options for reducing emissions from combined heat and power plants before capital renewal or major repairs.

Updated the Zero Waste section to integrate the waste diversion and minimization targets into a new zero waste goal and add a new Policy provision to begin phasing out single-use plastic bags and foodware items.

Replaced the 2020 goal in the Sustainable Food Services section, which has already been met, with a new 2030 goal that aligns with the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking, Assessment and Rating System (STARS) and Practice Greenhealth's requirements.

Added a General Sustainability Performance Assessment section that codifies participation by all undergraduate campuses in the AASHE STARS rating system and achieving a gold rating by 2023.

Updated the UC Health Policy Section to include new waste and water targets for UCI Health and to reference existing green building and sustainable food requirements.

Made other small formatting and wording changes to improve the clarity and readability of the Policy and to clarify which Policy sections apply to the Lawrence Berkeley National Laboratory.

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January 2019: Policy revised to clarify the following sections: climate protection, zero waste, and sustainable procurement.

August 2018: Policy expanded to include UC Health. Changed the name of the Environmental Preferable Purchasing section to Sustainable Procurement. Policy revised to update the following sections with new goals and clarifying language: definitions, green building design, clean energy, zero waste, and sustainable procurement.

June 2017: Policy remediated for accessibility according to Web Content Accessibility Guidelines (WCAG) 2.0

Policy revised to reflect the University Carbon Neutrality Initiative, adding definitions of green lab assessment programs, “research group” as defined by the Laboratory Hazard Assessment Tool (LHAT), and the inclusion of the UC Green Laboratories Action Plan. Changes were also made to the sections for Sustainable Building Operations for Campuses.

June 2016: Policy revised to update the following sections with new goals and clarifying language: definitions, green building design, sustainable transportation, and sustainable water systems.

June 2015: Policy revised to update the following sections: sustainable building operations, sustainable foodservices practices, green building design, and clean energy.

July 2011: Policy revised to update the following sections: green building design, climate protection practices, sustainable operations, environmentally preferable purchasing, and sustainable foodservice practices.

September 2009: Policy expanded to include sustainable foodservice

March 2007: Policy expanded to include sustainable operations, waste reduction, and environmentally preferable purchasing; renovations guidelines added to green building section, climate protection section refined

January 2006: Policy expanded to include transportation and climate protection

June 2004: President formally issued the “Presidential Policy on Green Building Design and Clean Energy Standards.” This Policy was subsequently renamed the Policy on Sustainable Practices

July 2003: The Regents approved sustainability policy principles ([UCOP Sustainability](#))



Trademark Licensing Code of Conduct

Responsible Officer:	SVP - External Relations
Responsible Office:	ER - External Relations
Issuance Date:	9/28/2018
Effective Date:	9/28/2018
Last Review Date:	6/12/2023 – updated contact information
Scope:	This policy applies to all employees and students of the University and at all University locations, including the campuses, medical centers, the Office of the President, Lawrence Berkeley National Laboratory, and Agriculture and Natural Resources.

Contact:	Jorge Silva
Title:	Associate Vice President for Communications
Email:	Jorge.Silva@ucop.edu
Phone:	(831) 521-9993

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I. POLICY SUMMARY

It is the policy of the University of California (UC or University) that goods bearing the names of the University or its campuses, abbreviations of these names, logos, mascots, seals, or other trademarks owned by UC must be produced under fair, safe, and humane working conditions. Thus, all goods bearing UC Trademarks, regardless of end use – including retail and promotional items, gifts, uniforms, or other uses – must be produced or otherwise sourced only through companies authorized, by virtue of a

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licensing or other agreement, to place UC trademarks onto products (e.g., apparel, school supplies, toys, and promotional goods). It is the responsibility of all UC employees and students ordering goods bearing UC's name, logos or other UC-owned trademarks (including names of University departments) to use only authorized Licensees that have expressly agreed to adhere to this policy. Licensees must agree to the standards set forth in this policy throughout their supply chain and must responsibly manage a transparent supply chain.

II. DEFINITIONS

Contractor means each contractor, subcontractor, vendor, supplier, buying agent, manufacturer, or other entities engaged in the manufacturing or supply chain process, which ultimately results in a finished product on behalf of Licensee.

Corrective Action Plan (CAP) means a written plan provided to the University that details improvements to an organization's processes to remedy violations or alleged violations of the Code.

Licensee means all persons or entities who have entered into a written UC Licensing Agreement with the University (either directly or through a Licensing Agent) to manufacture products bearing UC's Trademarks. Licensee is sometimes referred to as "Trademark Licensee."

Licensing Agent means a company that has an agreement with a specific University entity to provide services to assist the University to oversee and manage its Trademark licensing program.

Non-Governmental Organization (NGO) means a not-for-profit functioning independently of government that the University, from time to time, engages to investigate allegations of worker abuse and recommend mitigating actions. These organizations may include, but are not limited to, the Fair Labor Association (FLA) and the Worker Rights Consortium (WRC).

Remediation means the act or process of remedying or correcting an act (i.e., violation).

Supply Chain includes every company that comes into contact with a particular product (e.g., all the companies manufacturing any components of the product, assembling it, delivering it, and selling it).

Trademarks identify and distinguish the goods and/or services of one organization from those of another. Trademarks can be words, symbols, designs, three-dimensional objects (as in packaging), colors, landmarks, sounds, or smells. UC Trademarks include the "University of California" name, campus and department names (including abbreviations of these names), logos, mascots, seals, iconic buildings, and other source-identifying indicia.

UC Licensing Agreement means an agreement between the University and another entity permitting that entity the right to use and/or manufacture products bearing UC's Trademarks.

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III. POLICY TEXT

The University expects its Trademark Licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to, this Code of Conduct (the Code). The Code is subject to amendment to reflect any subsequently developed standards either by the University or a national higher education organization whose code the University chooses to adopt.

This Code will apply to all UC Trademark Licensees and will be incorporated into each UC Licensing Agreement. As a condition of being permitted to produce and/or sell licensed products bearing UC Trademarks, all Licensees must comply with this Code and must ensure their Contractors comply with this Code. It is the responsibility of Licensees and their Contractors to ensure supply chain transparency and to trace their supply chain to its origin. Similarly, it is the responsibility of all UC employees and students ordering goods bearing the UC's name, logos or other UC Trademarks (including names of UC departments or other units) to use only authorized Trademark Licensees, all of whom must agree to adhere to the Code.

A. Standards

Licensees and their Contractors must operate workplaces that comply, at a minimum, with all applicable laws (including environmental laws) of the country in which products are manufactured **and** with the standards and requirements set forth in this Code. Where the applicable legal laws of the country of manufacture conflict or differ with the standards and other requirements in this Code, the higher standard prevails.

- 1. Ethical Standards:** Licensees and their Contractors commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each worker.
- 2. Employment Standards:** The University will do business only with Licensees whose workers, and those of their Contractors, work voluntarily, are not at undue risk of physical harm, are compensated fairly, and are treated with dignity. The University expects its Licensees and their Contractors to adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations. In addition, the following are required:
 - a. Wages and Benefits:** Licensees and their Contractors must provide wages and benefits that comply with all applicable laws and regulations and that match or exceed the local prevailing wages and benefits in the relevant country. In addition, such wages and benefits must constitute a "fair/living wage," which requires meeting the basic needs for the worker and two dependents to have access to resources, including food, safe drinking water, clothing, shelter, energy, transportation, education, sanitation facilities and access to health care services.

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- b. Working & Overtime Hours/Compensation:** Licensees and their Contractors must not require their employees to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week must not exceed 48 hours. Employers must allow workers at least 24 consecutive hours of rest in every 7-day period. All overtime work must be consensual and not coerced. Employers must not request overtime on a regular basis and must compensate all overtime work at least at the premium rate legally required in that country. Other than in exceptional circumstances, the sum of regular and overtime work hours in a week must not exceed 60 hours.
- c. Child Labor:** No person will be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher. No person under the age of 18 will undertake hazardous work – e.g., work which, by its nature or the circumstances in which it is carried out, is likely to cause harm to the health or safety of such person. Licensees and their Contractors must work with governmental organizations, human rights, and NGOs, as determined by the University and Licensees, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.
- d. Forced Labor:** No use of forced labor is permitted, whether in the form of prison labor, indentured labor, or otherwise. Licensees and their Contractors will comply with international standards and all applicable local and national laws, regulations, standards, and procedures concerning the prohibition of forced labor and human trafficking, such as the California Transparency in Supply Chains Act and related sections of the Dodd-Frank Act (including Section 1502, which addresses products containing “conflict minerals”).
- e. Health and Safety:** Licensees and their Contractors must provide workers a safe and healthy work environment that complies with or exceeds local and national health and safety laws. Licensees and their Contractors will provide appropriate protection for workers exposed to hazards, including glues and solvents, that may endanger their safety. If residential facilities are provided to workers, they must be safe and healthy.
- f. Nondiscrimination:** Licensees and their Contractors agree to employ individuals solely on the basis of their ability to perform the job and will not subject any person to discrimination in employment – including matters pertaining to hiring, salary, benefits, advancement, training, discipline, termination or forced retirement – on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.
- g. Women’s Rights:** Regarding women’s rights, Licensees and their Contractors must adhere to the following items:

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- i. Women workers will receive: equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers.
 - ii. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
 - iii. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits after the maternity leave has ended.
 - iv. Workers will not be forced or pressured to use contraception.
 - v. Workers, especially pregnant women, will not be exposed to hazards, including glues and solvents, that may endanger their safety (including their reproductive health), unless thorough protections are in place.
 - vi. Licensees will provide appropriate services and accommodation to women workers in connection with pregnancy.
- h. Harassment or Abuse:** Every worker must be treated with dignity and respect. No worker will be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees and their Contractors will not use or tolerate any form of corporal punishment.
- i. Freedom of Association:** Licensees and their Contractors will recognize and respect the right of workers to freedom of association and collective bargaining with bargaining representatives of their own choice in accordance with International Labour Organisation Convention 87, which protects freedom of association and the right to organize. No workers will be subject to harassment, intimidation or retaliation as a result of their efforts to freely associate or bargain collectively. Licensees and their Contractors must allow union organizers reasonable access to workers and must recognize the union of the workers' choice.
- 3. Disclosure:** Licensees must provide the following information to the University or its designated Licensing Agent(s) and to update such information immediately when any change occurs:
- a. The company names, owners and/or officers of Licensees and their Contractors; addresses, phone numbers, email addresses of Licensees and their Contractors; and the nature of the business associations and their roles in the manufacturing process;
 - b. The manufacturing plants of Licensees and their Contractors involved in all levels of the manufacturing process of items (including raw materials, blank goods, and decorations) that bear, or will bear, the name, Trademarks and/or images of the University;
 - c. A written description of sourcing practices;

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- d. A written description of systems and procedures used by Licensees and their Contractors to ensure ongoing compliance with this Code and to correct any instances of non-compliance with this Code; and
- e. Upon request, internal and external monitoring reports regarding Licensees' and their Contractors' compliance with this Code.

Licensees are required to report immediately to the University any material changes in the foregoing disclosures, including the addition or deletion of manufacturing plants. All disclosures provided in connection with a UC Licensing Agreement may be made publicly available without confidentiality restrictions.

B. Internal Monitoring, Training, Independent External Monitoring and Verification

1. It is the responsibility and obligation of each Licensee to:
 - a. take continuous steps to ensure its compliance with this Code, and to verify that its Contractors are in compliance with this Code;
 - b. document the nature and extent of all activities it undertakes to ensure its compliance with this Code;
 - c. resolve to the University's satisfaction any incidence of non-compliance with this Code in a prompt and effective manner;
 - d. actively seek knowledge, training, and implementation of best practices regarding international labor standards and ethical supply chain management, including consultation with governmental, human rights, labor, and credible third party monitoring organizations;
 - e. develop an internal monitoring program adequate to ensure compliance with this Code;
 - f. refrain from any actions that would diminish the protections of these labor standards and compliance with this Code; and
 - g. join and maintain membership in good standing with any external organization that the University designates as a means to assist the University in assuring compliance with this Code.
2. The University has the right to investigate, either by itself or through its Licensing Agent(s) and/or NGOs, allegations or evidence of violations of this Code by Licensees or their Contractors as well as Licensees' or their Contractors' actions to correct such violation(s). It is the responsibility and obligation of Licensees and their Contractors to cooperate fully with such investigations, and to give the University or its Licensing Agent(s) and/or NGOs free and full access to all facilities, materials, and records that may be relevant to such investigation and to further provide access to all employees who may be affected by or have knowledge of the alleged or actual violation. Such investigation by the University or its Licensing Agent(s) and/or NGOs may occur with or without notice, and as many times as deemed necessary by the University or said Licensing Agents and/or NGOs, in their discretion.

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C. Non-Compliance and Remediation/Corrective Action Plan

When non-compliance with this policy becomes known by a University employee, such non-compliance should be reported to the relevant delegated authority at the University. Licensees will promptly notify the University of any and all incidents, including claims by others, that constitute or may constitute Licensees' or their Contractors' non-compliance with the Code. Licensees have an obligation to maintain their own records of all complaints of violations, and will notify the University that a complaint has been filed. This record will include all details of such findings or allegations, including, but not limited to, copies of any reports, complaints, or other documentation concerning an actual or alleged violation of the Code. Upon request, Licensees will provide promptly to the University a copy of any written response Licensees have made to such allegation and provide a report describing all actions Licensees have taken, if any, to remedy the alleged violations of the Code, including Corrective Action Plans (CAP).

If, upon investigation, the University determines that any Licensee or Contractor has failed to remedy a violation of this Code, the University will consult with Licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include requiring Licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable wages and/or benefits due to workers under law or contract, and reinstating any worker whose employment has been terminated in violation of this Code. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, Licensee will implement a CAP on terms acceptable to the University. The University reserves the right to terminate its relationship with any Licensee who continues to conduct its business in violation of the CAP.

Licensees and their Contractors must guarantee wages, salaries, benefits and severance to their workers. In the event of non-compliance by its Contractor, Licensee must assume responsibility for payment of wages, salaries, benefits and severance to Contractor's workers in proportion to the percentage of work done by Contractor's workers on behalf of that Licensee.

If a natural disaster or other crisis causes a significant disruption of production, Licensees and their Contractors will use reasonable efforts to restore production at the affected worksite(s) to prior levels as soon as feasible while ensuring workers' safety.

IV. COMPLIANCE/RESPONSIBILITIES

UC's Senior Vice President of External Relations is the authority responsible for implementing, enforcing, and providing interpretations/clarification of this policy, and will consult with the Office of General Counsel as appropriate. The University's Chancellors, Laboratory Directors, and Vice President of Agriculture and Natural Resources are authorized to permit – or may delegate the authority to permit – the use of their campus names, mascots, logos and other campus trademarks in connection with UC Licensing Agreements within their respective jurisdictions.

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V. PROCEDURES

All UC Licensing Agreements must incorporate this Code of Conduct policy as a requirement to such agreements. All products bearing UC Trademarks regardless of end use (including retail and promotional items, gifts, uniforms, or other uses) must be produced or otherwise sourced from a UC Trademark Licensee.

VI. RELATED INFORMATION

- UC Policy to Permit Use of the University's Name - [DA0864](#)
- UC Policy to Permit Use of the University's Unofficial Seal Policy - [DA0865](#)
- UC Policy on Materiel Management - [BFB-BUS-43](#)
- UC Brand Guidelines - <http://brand.universityofcalifornia.edu/>
- UC Policy on Sustainability, Section III.G ("Environmentally Preferable Purchasing") - <http://policy.ucop.edu/doc/3100155/SustainablePractices>
- California Transparency in Supply Chains Act - <https://oag.ca.gov/SB657>
- Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502 (related to conflict minerals) - <https://www.gpo.gov/fdsys/pkg/PLAW-111publ203/html/PLAW-111publ203.htm>

VII. FREQUENTLY ASKED QUESTIONS

Please see: <http://ucop.edu/sustainability/programs-initiatives/social-sustainability/frequently-asked-questions.html>

VIII. REVISION HISTORY

June 12, 2023: Technical update – new contact information

June 30, 2021: Technical update – new contact information

September 28, 2018: Responsible Officer and Office moved from the EVP - Chief Operating Officer to the SVP - External Relations.

This Policy was also remediated to meet Web Content Accessibility Guidelines (WCAG) 2.0.

January 5, 2000: Revisions of the 1998 policy included a living wage provision.

August 1998: This policy was originally issued.

Cal. Ed. Code § 92000

Section 92000 - Name property of state; unauthorized use of name or abbreviation

(a) The name "University of California" is the property of the state. No person shall, without the permission of the Regents of the University of California, use this name, or any abbreviation of it or any name of which these words are a part, in any of the following ways:

(1) To designate any business, social, political, religious, or other organization, including, but not limited to, any corporation, firm, partnership, association, group, activity, or enterprise.

(2) To imply, indicate or otherwise suggest that any such organization, or any product or service of such organization is connected or affiliated with, or is endorsed, favored, or supported by, or is opposed by the University of California.

(3) To display, advertise, or announce this name publicly at, or in connection with, any meeting, assembly, or demonstration, or any propaganda, advertising, or promotional activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition, or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity, or program.

(b) Nothing in this section shall interfere with or restrict the right of any person to make a true and accurate statement of his or her present or former relationship or connection with, his or her employment by, or his or her enrollment in, the University of California in the course of stating his or her experience or qualifications for any academic, governmental, business, or professional credit or enrollment, or in connection with any academic, governmental, professional, or other employment whatsoever.

(c) Every person violating the provisions of this section is guilty of a misdemeanor.

Ca. Educ. Code § 92000

Amended by Stats. 1982, Ch. 847, Sec. 3.

Standards of Ethical Conduct

Adopted by the Regents of the University of California, May 2005

Purpose

Pursuit of the University of California mission of teaching, research and public service requires a shared commitment to the core values of the University as well as a commitment to the ethical conduct of all University activities. In that spirit, the Standards of Ethical Conduct are a statement of our belief in ethical, legal and professional behavior in all of our dealings inside and outside the University.

Applicability

The Standards of Ethical Conduct apply to all members of the University community, including The Regents, Officers of The Regents, faculty and other academic personnel, staff, students, volunteers, contractors, agents and others associated with the University. Organizationally, the Standards apply to campuses, the National Laboratories, the Office of the President, the Division of Agriculture and Natural Resources, campus organizations, foundations, alumni associations and support groups.

1. Fair dealing

Members of the University community are expected to conduct themselves ethically, honestly and with integrity in all dealings. This means principles of fairness, good faith and respect consistent with laws, regulations and University policies govern our conduct with others both inside and outside the community. Each situation needs to be examined in accordance with the Standards of Ethical Conduct. No unlawful practice or a practice at odds with these standards can be justified on the basis of customary practice, expediency, or achieving a "higher" purpose.

2. Individual responsibility and accountability

Members of the University community are expected to exercise responsibility appropriate to their position and delegated authorities. They are responsible to each other, the University and the University's stakeholders both for their actions and their decisions not to act. Each individual is expected to conduct the business of the University in accordance with the Core Values and the Standards of Ethical Conduct, exercising sound judgment and serving the best interests of the institution and the community.

3. Respect for others

The University is committed to the principle of treating each community member with respect and dignity. The University prohibits discrimination and harassment and provides equal opportunities

for all community members and applicants regardless of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran. Further, romantic or sexual relationships between faculty responsible for academic supervision, evaluation or instruction and their students are prohibited. The University is committed to creating a safe and drug free workplace. Following is a list of the principal policies and reference materials available in support of this standard:

1. The Faculty Code of Conduct
2. Academic Personnel Policy Manual
3. The Faculty Handbook
4. Personnel Policies for Staff Members
5. Policies Applying to Campus Activities, Organizations and Students
6. Policy on Sexual Harassment and Procedures for Responding to Reports of Sexual Harassment
7. University policies on nondiscrimination and affirmative action
8. Campus, laboratory and Office of the President Principles of Community

The University's health sciences enterprises are committed to the ethical and compassionate treatment of patients and have established policies and statements of patient rights in support of this principle.

4. Compliance with applicable laws and regulations

Institutions of higher education are subject to many of the same laws and regulations as other enterprises, as well as those particular to public entities. There are also additional requirements unique to higher education. Members of the University community are expected to become familiar with the laws and regulations bearing on their areas of responsibility. Many but not all legal requirements are embodied in University policies. Failure to comply can have serious adverse consequences both for individuals and for the University, in terms of reputation, finances and the health and safety of the community. University business is to be conducted in conformance with legal requirements, including contractual commitments undertaken by individuals authorized to bind the University to such commitments.

The Office of the General Counsel has responsibility for interpretation of legal requirements.

5. Compliance with applicable university policies, procedures and other forms of guidance

University policies and procedures are designed to inform our everyday responsibilities, to set minimum standards and to give University community members notice of expectations. Members

of the University community are expected to transact all University business in conformance with policies and procedures and accordingly have an obligation to become familiar with those that bear on their areas of responsibility. Each member is expected to seek clarification on a policy or other University directive he or she finds to be unclear, outdated or at odds with University objectives. It is not acceptable to ignore or disobey policies if one is not in agreement with them, or to avoid compliance by deliberately seeking loopholes.

In some cases, University employees are also governed by ethical codes or standards of their professions or disciplines - some examples are attorneys, auditors, physicians and counseling staff. It is expected that those employees will comply with applicable professional standards in addition to laws and regulations.

6. Conflicts of interest or commitment

Employee members of the University community are expected to devote primary professional allegiance to the University and to the mission of teaching, research and public service. Outside employment must not interfere with University duties. Outside professional activities, personal financial interests, or acceptance of benefits from third parties can create actual or perceived conflicts between the University's mission and an individual's private interests. University community members who have certain professional or financial interests are expected to disclose them in compliance with applicable conflict of interest/conflict of commitment policies. In all matters, community members are expected to take appropriate steps, including consultation if issues are unclear, to avoid both conflicts of interest and the appearance of such conflicts.

7. Ethical conduct of research

All members of the University community engaged in research are expected to conduct their research with integrity and intellectual honesty at all times and with appropriate regard for human and animal subjects. To protect the rights of human subjects, all research involving human subjects is to be reviewed by institutional review boards. Similarly, to protect the welfare of animal subjects, all research involving animal subjects is to be reviewed by institutional animal care and use committees. The University prohibits research misconduct. Members of the University community engaged in research are not to: fabricate data or results; change or knowingly omit data or results to misrepresent results in the research record; or intentionally misappropriate the ideas, writings, research, or findings of others. All those engaged in research are expected to pursue the advancement of knowledge while meeting the highest standards of honesty, accuracy, and objectivity. They are also expected to demonstrate accountability for sponsors' funds and to comply with specific terms and conditions of contracts and grants.

8. Records: Confidentiality/privacy and access

The University is the custodian of many types of information, including that which is confidential, proprietary and private. Individuals who have access to such information are expected to be familiar and to comply with applicable laws, University policies, directives and agreements pertaining to access, use, protection and disclosure of such information. Computer security and privacy are also subject to law and University policy.

Information on the University's principles of privacy or on specific privacy laws may be obtained from the respective campus or laboratory information privacy office. The public right to information access and the individual's right to privacy are both governed by state and federal law, as well as by University policies and procedures. The legal provisions and the policies are based upon the principle that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person, as is the right of individuals to privacy.

9. Internal controls

Internal controls are the processes employed to help ensure that the University's business is carried out in accordance with these Standards, University policies and procedures, applicable laws and regulations and sound business practices. They help to promote efficient operations, accurate Financial reporting, protection of assets and responsible fiscal management. All members of the University community are responsible for Internal controls. Each business unit or department head is specifically responsible for ensuring that Internal controls are established, properly documented and maintained for activities within their jurisdiction. Any individual entrusted with funds, including principal investigators, is responsible for ensuring that adequate Internal controls exist over the use and accountability of such funds. The University has adopted the principles of Internal controls published by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission.

10. Use of university resources

University resources may only be used for activities on behalf of the University. They may not be used for private gain or personal purposes except in limited circumstances permitted by existing policy where incidental personal use does not conflict with and is reasonable in relation to University duties (e.g. telephones). Members of the University community are expected to treat University property with care and to adhere to laws, policies and procedures for the acquisition, use, maintenance, record keeping and disposal of University property. For purposes of applying this policy, University resources is defined to include but not be limited to the following, whether

owned by or under the management of the University (for example, property of the federal government at the National Laboratories):

1. Cash, and other assets whether tangible or intangible; real or personal property;
 2. Receivables and other rights or claims against third parties;
 3. Intellectual property rights;
 4. Effort of University personnel and of any non-University entity billing the University for effort;
 5. Facilities and the rights to use of University facilities;
 6. The University's name;
 7. University records, including student and patient records; and
 8. The University information technology infrastructure.
11. Financial reporting

All University accounting and financial records, tax reports, expense reports, time sheets and effort reports, and other documents including those submitted to government agencies must be accurate, clear and complete. All published financial reports will make full, fair, accurate, timely and understandable disclosures as required under generally accepted accounting principles for government entities, bond covenant agreements and other requirements. Certain individuals with responsibility for the preparation of financial statements and disclosures, or elements thereof, may be required to make attestations in support of the Standards.

12. Reporting violations and protection from retaliation

Members of the University community are strongly encouraged to report all known or suspected improper governmental activities (IGAs) under the provisions of the Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities ([Whistleblower Policy](#)). Managers and persons in supervisory roles are required to report allegations presented to them and to report suspected IGAs that come to their attention in the ordinary course of performing their supervisory duties. Reporting parties, including managers and supervisors, will be protected from retaliation for making such a report under the Policy for Protection of Whistleblowers from Retaliation and Guidelines for Reviewing Retaliation Complaints ([Whistleblower Protection Policy](#)).



UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE**(a) e-Procurement System Responsibilities.**

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) **Acknowledgment.** Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) **UC Rights.** As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a **[specify hosted, Punch-out, or both]** catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than **[number]** catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: **[insert number of times Supplier can change its content; quarterly or biannually would be recommended]**
- Price Changes: **[insert number of times Supplier can change its price; once per year would be recommended]**

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **[insert number, 10 is the minimum]** working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**



UC SYSTEMWIDE REQUEST for PROPOSAL (RFP)



Issued By: UCLA on behalf of the Regents of the University of California

RFP ID: Promotional Products & Services | #003327

RFP Date: January 16, 2024

RFP Contact: Cathy Gooderham

University of California, Los Angeles
10920 Wilshire Blvd., Suite 650, Los Angeles, CA 90024

Email: cgooderham@finance.ucla.edu

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

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REQUEST FOR PROPOSAL (RFP) EVENT AND PROCESS SUMMARY

SECTION I: ORGANIZATIONAL CONTEXT

1.1 University of California

The University of California (UC), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to academic excellence in teaching, research, health care and public service. Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources, education and innovation for the public good. The UC has approximately 285,000 undergraduate and graduate students, a workforce of 216,000, and encompasses ten campuses, six academic health centers, four law schools, a statewide Division of Agriculture and Natural Resources and is also involved in the operation and management of three national laboratories for the U.S. Department of Energy (DOE), as further detailed herein:

- **Ten Campuses:** UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz.
- **Six Health Centers:** UC Davis, UC Irvine, UC Los Angeles, UC Riverside, UC San Diego, UC San Francisco.
- **The UC Office of the President:** a central systemwide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- **The Division of Agriculture and Natural Resources:** a statewide research and public service organization that serves a large and diverse agricultural community. The division collaborates on research with all campuses, and conducts studies at nine research and extension centers and on private land in cooperation with California producers. In addition, research and educational programs are conducted in each of the state's 58 counties.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab:** owned by the Federal Government but managed by the University of California.
- Additional centers and offices as further detailed at:
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>

Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

UC Procurement Services

UC Procurement Services is the centralized procurement/supply chain hub for the University of California. UC Procurement Services develops and implements systemwide supply chain strategies and policies that leverage UC's purchasing power to optimize systemwide spend.

UC Procurement Services coordinates with the entire UC system to establish systemwide agreements for goods and services that are commonly purchased at UC locations. UC systemwide agreements are created through a competitive RFP and award process that considers the business requirements and policies of the University, along with the quality and price of goods and services.

UC Procurement Services also acts as a lead agency for OMNIA Partners (see Section 1.2 below) to create a portfolio of competitively bid contracts that benefit from the scale of UC's purchasing power. UC Procurement Services' broad range of contracts can be used by UC campuses, other higher education institutions, K-12 education systems, local and state government and nonprofit agencies nationwide.

UC Sustainable Practices Policy

The University of California, as part of its commitment to sustainability and in alignment with its mission of teaching, research and public service will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The UC values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, goods, services, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

i. Corporate Social Responsibility (CSR) monitoring platform

To better assess our supply chain impacts, we conduct assessments of our supplier's Corporate Social Responsibility (CSR) performance using the EcoVadis CSR monitoring platform (<https://www.ecovadis.com/>). This platform combines CSR assessment best practices and data management tools that allow organizations to demonstrate CSR management and performance. Suppliers responding to this RFP are invited to participate in an assessment through the EcoVadis platform. The supplier's acceptance and participation in this CSR assessment requires the company to agree to share their scorecard with UC. The CSR assessment of each supplier will be managed through the EcoVadis online platform, and will focus on four main themes: Environment, Labor Practices & Human Rights, Fair Business Practices and Sustainable Procurement.

ii. Packaging Requirement

Packaging for all products procured by UC must be designed, produced, and distributed to the end user in a sustainable manner. The UC requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. Also, UC requires all packaging meet at least one of the criteria listed below:

- Uses bulk packaging
- Uses reusable packaging (e.g. totes reused by delivery service for next delivery)
- Uses innovative packaging to reduce the weight of packaging, reduce packaging waste, or utilizes packaging that is a component of the product
- Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#)
- Uses locally recyclable or certified compostable material.

The UC prohibits the sale, procurement, or distribution of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids) in all packaging other than for medical or laboratory goods where there is no alternative.

iii. **Environmental Marketing Claims:**

The UC requires all sustainability related purchasing claims to be supported with UC recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the [Federal Trade Commission's \(FTC\) Green Guides](#) for the use of environmental marketing claims.

1.2 OMNIA Partners – National Program

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto as Exhibit C, or as otherwise agreed to. Exhibit A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibits A through G).

The University of California anticipates spending approximately \$20,000,000 over the full potential Master Agreement term for promotional products and services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of promotional products and services purchased under the Master Agreement \$50,000,000. This projection is based on the current annual volumes among the UC and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

The goal of this RFP is to establish a national contract(s). If Supplier is unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. The UC will evaluate responses in their entirety, may require patronage fees for direct solutions and determine award based on the most advantageous proposal.

SECTION II: Purpose & Objectives of the RFP

2.1 RFP Objectives

The UC invites qualified and responsible Suppliers to prepare and submit proposals to this Request for Proposal (RFP) for Promotional Products & Services (together, the "Goods and Services") all in accordance with Federal and State of California laws and the requirements of UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies across the country will be able to utilize.

The overall objective of this RFP is to select Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards in the promotional products category. Qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to meet the needs of UC and national participating agencies most effectively.

Historically, UC systemwide annual spend for promotional products and services have been approximately \$20,000,000 each year for the last two (2) fiscal years.

There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Supplier shall provide the best pricing for this RFP in Goods and/or Services.

2.2 Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Suppliers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the Discussion Forum section of this RFP within CalUsource, the University of California supplier registration and sourcing web system as further detailed herein.

If a Supplier is found to be in violation of this provision, the UC reserves the right to disqualify that Supplier from further consideration.

SECTION III: SCOPE OF SERVICES

3.1 General Scope

It is UC'S intent to enter into contract(s) for Promotional Items that help UC achieve its objectives and goals to facilitate a comprehensive range of promotional products, services, and value-added items across various categories and types while supporting all individual UC campuses and participating agencies across the country. In order to accomplish these objectives and goals selected bidders may be requested to provide goods and services as outlined below:

- Provide the highest possible quality of cost-effective Promotional Items and customer service, while maintaining the ethical labor standards expectation of the UC Code of Conduct;
- Provide Promotional Items with the required turnaround time of as little as ten business days while maintaining the ethical labor standards expectation of the UC Code of Conduct;
- Provide pick-up and delivery, or appropriate transmittal, including overnight delivery when necessary, of all artwork, proofs and finish product, to and from UC or its designated designer's offices.
- Provide UC with the highest possible level of customer service. This will include, but not be limited to, meeting with UC's representatives and designers for each promotional item at UC's request.
- Several UC campuses have **enabled e-commerce** using punch-out catalogs. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC systemwide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punch-out catalog e-procurement environments, where enabled.

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their promotional products and services nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

UC also recognizes that technologies and services are rapidly evolving and advancing, and that Suppliers may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, UC desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at UC's sole and absolute discretion.

3.2 Agreement Term

The term of the Agreement shall commence upon execution of the Agreement and will be for a period of five (5) years (the "Initial Term") with five (5) years optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of ten (10) years. Category discounts shall remain firm for the Initial Term and all Renewal Terms of any Agreement which may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award.

SECTION IV: RFP REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Timeline

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule in the Timelines section in the CalUsource portal, tabulated below. A Supplier may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

RFP Activity	Date
RFP Issuance	01/16/2024
Pre-Proposal Conference	01/30/2024
Supplier Questions and Clarifications	02/16/2024
UC Response to Supplier Questions	02/26/2024
RFP Response Due by	03/01/2024

The UC reserves the right to modify the above schedule of events in the Timelines section for this RFP in the CalUsource portal and make changes to other provisions in this RFP.

4.2 Pre-proposal conference

A pre-proposal virtual conference will be held on Tuesday, January 30, 2024 at 11 A.M. Pacific Time, via Zoom. Ensure that you have access to the Zoom Web Portal prior to the day of the meeting. "Joining a Zoom meeting" instructions:

https://support.zoom.com/hc/en/article?id=zm_kb&sysparm_article=KB0060732

The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the RFP. Attendance at the pre-proposal conference is highly recommended for Suppliers who intend to submit a proposal. Attendance at the conference is limited to two representatives from each participating company.

Join Zoom Meeting

<https://ucla.zoom.us/j/97178275222?pwd=TXg3R2Z4OVJtZnB4SlpINFVVS3p6UT09>

Meeting ID: 971 7827 5222

Passcode: 225475

Any changes to the pre-proposal conference call requirements are at the sole discretion of the University.

4.3 Intent to Respond to RFP

Suppliers must confirm their intent to respond to this RFP by confirming their participation in CalUsource.

4.4 Addenda to the RFP

Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by UC via the CalUsource portal. Any addenda to this RFP will be distributed to all participating Suppliers via the CalUsource portal. The UC will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda will become part of the RFP.

4.5. Method of Submission

Proposals in response to this RFP must be submitted online using CalUsource **no later than the time and due date stated in the Timelines section in CalUsource portal.** No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

Responses will take time to enter into the CalUsource portal. It is highly recommended that Suppliers review the [Supplier Resources](https://CalUsource.net/supplier-resources/) at <https://CalUsource.net/supplier-resources/> for guidance on how to navigate and use CalUsource. Supplier's inability to enter their response into the CalUsource portal will not be accepted as a reason for a late response.

For questions about CalUsource, please contact UC Procurement Support at support@ucprocure.zendesk.com. For technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

4.6 Proposal Submission Process

Suppliers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Price Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Suppliers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Supplier's eligibility to participate in future UC business.

4.6.1 Guidelines

This is a prerequisite section for accessing the complete RFP package. Suppliers must read and follow the instructions for each of the following Guidelines documents.

- 1.01 RFP Event and Process Summary
- 1.02 Purchasing Agreement
- 1.03 UC Terms and Conditions of Purchase, dated 12/14/2021
- 1.04 UC Sustainability Requirements
- 1.05 Supplier Bidding Guide for CalUsource
- 1.06 UC Trademark Licensing Code of Conduct
- 1.07 California Education Code Section 92000
- 1.08 UC Standards of Ethical Conduct
- 1.09 UC Required Supplier Information
- 1.10 UC Appendix – eCommerce
- 1.11 OMNIA Partners Exhibits A through H

4.6.2 Questionnaires

This section contains a set of questionnaires, and Suppliers are required to respond to all questionnaires listed below. Your responses will be evaluated and graded.

- 1.12 Company Profile
- 1.13 Pricing
- 1.14 UC Sustainability
- 1.15 Products, Services & Support
- 1.16 E-Commerce for Goods

4.6.3 Price Sheets

Suppliers must download, complete and upload market basket pricing as an attachment as part of their response in CalUsource.

4.6.4 Attachments

Attachments will not be accepted unless requested by UC. For Questions requiring attachments requested by UC, please label the attachments with your company name so evaluators can easily find the referenced attachment. Attachment Naming Convention example is provided below:

Questionnaire title_ Q #
E.g. Supplier Information_Q#3

4.7 Superfluous Materials

Supplier must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.

4.8 Collusion

Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, all proposals involved in the collusive action will be rejected.

4.9 Late Proposals

Late proposals will not be accepted unless it is UC's determination that UC's technical issues or other similar issues are responsible for the delay or failure.

4.10 Supplier Questions

Each Supplier is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to determine whether additional clarification is necessary or desirable before responding. If there are discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Supplier questions will be made available via the CalUsource "Discussion Forum" to all Suppliers that confirm their intent to participate in this RFP.

4.11 Proposal Preparation Costs

All costs incurred in the preparation and submission of the proposals and related documentation, including Supplier's presentations, interviews, demonstrations, and provision of the Services to UC for independent testing purposes, will be borne by the Supplier.

4.12 Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

4.13 Errors and Omissions

If the Supplier discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Suppliers who have access to this RFP. No Supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal.

4.14 General Conditions

Please note the following requirements regarding this RFP:

- 4.14.1 Information and data distributed from UC to participating suppliers is to be used by the supplier solely for the purposes of responding to this RFP and cannot be used for any other purpose.
- 4.14.2 The initial proposals will be considered binding. Financial negotiations will continue throughout the evaluation process; however, suppliers' original financial proposals are binding.
- 4.14.3 Additional information may be solicited and accepted during the evaluation process. Modifications or corrections of oversights to the original proposal may be allowed at UC's sole discretion; however, UC cannot guarantee that revised proposal elements will be accepted.
- 4.14.4 Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFP.

4.15 OEM & VAR Partnership N/A

4.16 OMNIA Partners Response for National Cooperative contract

4.16.1 Line of Business (LOB) Offering

Within the National Program, each Supplier awarded an item under this solicitation may offer their complete product and service offering / Line of Business (LOB). Pricing for complete product and service offering / LOB items will be determined by a percentage discount reduced from the Supplier's current published MSRP (as defined in the RFP). The pricing percentage discount offered must be entered on the LOB in the applicable price sheet(s) in the Supplier's response. The Participating Agency reserves the right to accept or reject any or all LOB items offered. Additionally, The University of California reserves the right to either accept or reject either the full or a partial product offering of LOB items for use within the UC system from awarded suppliers.

4.16.2 Federal Funds

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include 'cost plus a percentage of cost' or pricing based on time and materials. If time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. For goods and services provided in a situation where an agency is eligible for federal funding, Supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

4.16.3 Special Offers and/or Promotions

In addition to decreasing prices for the balance of the Agreement term due to a change in market conditions, Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

4.16.4 Exhibit A- Response for National Cooperative contract

Include a detailed response to Exhibit A – OMNIA Partners Response for National Cooperative Contract included in the OMNIA Questionnaire. Responses should highlight

experience, demonstrate a strong national presence, and describe how Supplier will educate its national sales force about the contract. Supplier should also describe how products and services will be distributed nationwide and include a plan for marketing the products and services nationwide, as well as describe how volume will be tracked and reported to OMNIA Partners.

The successful Supplier will be required to sign Exhibit B – OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier’s response should include any proposed exceptions to the OMNIA Partners Administration Agreement

SECTION V: PROPOSAL EVALUATION AND AGREEMENT AWARD

5.1 Most Responsive and Responsible Supplier

Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose proposal, in UC’s opinion, offers the greatest benefit to UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive and responsible Supplier is one whose offer satisfies the requirements of this RFP, is considered capable of performing, and is otherwise eligible and qualified to perform in the manner stated in this RFP.

5.2 Best Value

Proposals will be evaluated by the UC using a Best Value evaluation methodology which is the most advantageous balance of price, quality, service, performance and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by the following objective performance criteria that may include technical capabilities, financial capabilities, past experience, quality control, price, life-cycle costs, sustainable offerings and practices, supplier diversity and National program requirements. The UC Evaluation team will examine each proposal to determine through the application of uniform criteria the ability of each Supplier to meet the UC’s specifications. For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

Criteria	Weight
Company Profile	30%
Pricing	30%
UC Sustainability	20%
Products, Services & Support	15%
UC E-Commerce for Goods	5%

5.3 Investigations

The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, interviews, sandbox testing, and make any other investigations as it deems necessary to verify the Supplier’s qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports or similar independent reports for further indications of the Supplier’s ability.

5.4 Right to Reject

The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier is unable to provide the information or documentation within the period requested. Any submitted proposal that does not comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.

5.5 Waiver

The UC may waive irregularities in a proposal if UC judges that such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

5.6 Right to Award

The UC reserves the right to award an Agreement to Supplier(s) if deemed to be in the best interests of UC, solely at the discretion of UC. The UC reserves the right to accept or reject any or all proposals, make more than one award, split the award or make no award. The UC also reserves the right to award any number of local or national Agreement(s) at the same time.

5.7 Agreement Award

Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as the contents of the proposal response as accepted by UC and will be in writing.

5.8 Right to Interview

The UC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, UC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the response.

5.9 Right to Negotiate and Withdraw

The UC's selection may be made based on initial proposals or UC may elect to negotiate with Suppliers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Supplier offering the best value to the UC prior to the execution of an Agreement. Additionally, UC reserves the right to withdraw this RFP at any time.

5.10 Multi-Phased Initiative

N/A

5.11 Pricing and Incentives

5.11.1 Pricing for Goods and Services is being requested within the Pricing Section of the Questionnaire and the market basket included in this RFP.

5.11.2 Pricing/Discount Structures resulting from this RFP process shall remain firm for the initial period of any Agreement awarded pursuant to this RFP. Suppliers are encouraged to provide details of and propose additional discounts for volume orders, special manufacturer offers, minimum order quantity, free goods program, total annual spend, etc.

5.12 No Mandatory Use

Supplier is advised that there is no mandatory use policy at the University of California for Agreements. Thus, UC does not guarantee any specific amount of business forthcoming from this RFP. A winning Supplier may still see competition at any given UC location for any given Service. However, by providing outstanding prices, service, and the best overall total cost and quality to UC systemwide, the winning Supplier is expected to garner a large percentage of total available UC business.

5.13 Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing Agreements with other Suppliers, or may be outside the scope of this RFP and may not be included in any awarded contract or may be included on a limited basis.

5.14 Offshoring of Services

N/A

5.15 Disclosure of Records/Confidentiality of Information

5.15.1 All Proposal responses and related documents, submitted to UC in response to this RFP become the exclusive property of UC upon receipt and will not be returned.

5.15.2 Proposal response(s), which are incorporated into any resulting Agreement(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, will be kept for a period of one (1) year from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."

5.15.3 Should a request be made of the University of California for access to information designated confidential or trade secret by the Supplier, and UC denies the request based on that designation, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.16 Specifications and Exceptions

Unless documented as an Exception, the submission of a proposal will confirm Supplier's acceptance of all RFP specifications. In documenting an Exception to the RFP specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFP specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFP specifications. If Supplier does not document an Exception regarding the RFP specifications and it is found that goods and/or services delivered do not meet the RFP specifications, Supplier will be required to correct same at Supplier's expense. Supplier is cautioned that if UC does not approve Supplier's request for exception to the RFP specifications, and Supplier does not withdraw the request, the proposal may be deemed non-responsive and ineligible for award.



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # _____

As a result of Request for Proposal # (RFP # and title), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public cooperation ("UC") on behalf of the University of California and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Before any business transactions process with the University, all campus specific licensing requirements and processes must be evaluated by the Supplier and appropriate Campus representative for each location. UC campuses may differ in their requirements, processes and business needs. This agreement does not guarantee purchases or an obligation by campuses to utilize the agreement.

Cooperative Purchasing: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) **[Buyer: select one of the following alternatives, but approval must first be obtained pursuant to BUS-43 before providing for a term exceeding 10 years (initial term plus all renewal terms)]**

The term of the Agreement will be from **Date** and through **Date** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from **Date** and through **Date** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Number** successive **Number** -year periods (each, a Renewal Term), by providing Supplier with at least **Number** calendar days' written notice before the end of the Initial Term or any Renewal Term. **[Buyer: Number of days will depend on Goods and Services, and time needed to obtain replacement if necessary.]**

- b) UC may terminate the Agreement for convenience by giving Supplier at least **Number** calendar days' written notice. **[Buyer: UC standard is 30 days; subject to negotiation.]**
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **Number** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement. **[Buyer: UC standard is 15 days; subject to negotiation.]**

3. Purchase Order; Advance Payments

Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.



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Purchasing Agreement # _____

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. **[Buyer: add the following language for systemwide agreements:** For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

[Buyer: To require a specific Invoicing Method, specify the Invoicing Method here.] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method: **[Buyer: Specify Invoicing Method in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).]**

[Buyer: Insert as applicable if UC will pay freight or shipping/handling expenses] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **[Buyer: Customize preceding language as necessary, and insert detail here]**

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

[Buyer: To require a specific Settlement Method and/or Terms, make such provisions here. This section may be used to customize terms that are set forth in the Matrix – for instance, to provide that the prompt payment discount will be 1.5% rather than 2.0%, or that prompt payment will be considered to be 20 days rather than 10 days.] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **[Buyer: Specify Settlement Method and/or Terms, in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).]**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. **[Buyer: If Email is unacceptable, omit the immediately preceding sentence, the Email address fields below, and the Email provision in the Insurance provision. Delete the notice block below, as appropriate, when the Goods and/or Services are not subject to an Appendix – Data Security, Appendix – Business Associate, and/or Appendix – General Data Protection Regulation. If the Goods and/or Services are subject to an Appendix – Data Security, the suggested contact is your Information Security Officer. If the Goods and/or Services are subject to an Appendix – Business Associate, the suggested contact is your local Privacy Officer. If the Goods**



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Purchasing Agreement # _____

and/or Services are subject to an Appendix – General Data Protection Regulation, the suggested contact is your local campus Privacy Officer.]

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Office of the UC Systemwide Chief Information Security Officer
Phone	(510) 987-0457, option #2 during business hours and (510) 987-0363 after normal business hours
Email	infosec@ucop.edu (preferred method of contact)
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	
Phone	
Email	
Address	

To Supplier:

Name	
Phone	
Email	
Address	

6. Intellectual Property, Copyright and Patents **[select one]**

☐ The Goods and/or Services involve Work Made for Hire

☐ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA) **[select one]**

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☐ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages **[Check if Prevailing Wage requirement does not apply]**

☐ Supplier is not required to pay prevailing wages when providing the Services.



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9. Fair Wage/Fair Work

/___/ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Federally Funded Contracts, Grants, and Cooperative Agreements

N/A

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – [Buyer: insert Supplier name].

13. Service-Specific and/or Goods-Specific Provisions

[Buyer: Use this section to add provisions that apply to the specific type of Goods and/or Services – for instance, research, photography, advertising, event hosting, etc.]

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated _____ are hereby amended as follows:

[Buyer: Indicate in this section which T&C provisions are deleted or amended. This will address T&C provisions with which the Supplier takes exception. If the Agreement relates to a research grant, Buyer may want to amend Article 19, Audit Requirements to reflect a 7-year retention.]

16. Amendments to Appendix – Data Security



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Purchasing Agreement # _____

The UC Appendix – Data Security, dated _____ is hereby amended as follows:

[Buyer: Indicate in this section which Appendix – Data Security provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

17. Amendments to Appendix – Business Associate

N/A

18. Amendments to Appendix – General Data Protection Regulation

N/A

19. Incorporated Documents

This Agreement and its Incorporated Documents in Order of Precedence: Should any conflict arise between the terms of this Agreement and language set forth in the RFP or attachments, the inconsistency shall be resolved by giving precedence in the following order:

- a. **[Buyer: insert Purchase Agreement Title/#]**
- b. **[Buyer: insert UC Terms and Conditions of Purchase or Contract Addendum - UC Required Terms]**
- c. **[Buyer: insert UC Appendix – Data Security]**
- d. **[Buyer: insert UC Appendix - Business Associate (HIPAA)]**
- e. **[Buyer: insert UC Appendix – General Data Protection Regulation (GDPR)]**
- f. Statement of Work – Attachment A
- g. Supplier’s Response to RFP #

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)



UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Supplier accepts all of the Agreement’s terms and conditions either in writing, by shipping any portion of the Goods, or performing any portion of the Services. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/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 the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that
 - a. UC provided Supplier with notice of termination or
 - b. Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. If any of the following appendices are incorporated in to the agreement, then they will control in the event that the appendices conflict with the provisions of this Article:
 - UC’s Appendix – Data Security,
 - Appendix – BAA, and/or
 - Appendix – GDPR

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC’s Supplier Invoicing, Terms & Settlement Matrix (<https://www.ucop.edu/procurement-services/procurement-systems/supplier-invoicing-terms-and-settlement-matrix.html>). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise provided, freight is to be FOB destination. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.



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Terms and Conditions of Purchase

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier 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 or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 - a. It complies with California and federal disability laws and regulations; and
 - b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 - c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;



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- E. General Accessibility Requirements. Supplier warrants that:
 - a. It will comply with California and federal disability laws and regulations;
 - b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 - c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
- K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
 - a. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 - b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy,



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modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

- c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.
- a. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - b. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 - c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.



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In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

- a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
- b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
- c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - a. Each Occurrence \$ 1,000,000
 - b. Products/Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation:
 - a. Costs to notify parties whose data were lost or compromised;
 - b. Costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
 - c. Costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
 - d. Any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and
 - e. Any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 - P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 - P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.



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P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

- G. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- H. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 - a. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - b. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j. FAR 52.222-37, Employment Reports on Veterans;
 - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;



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- r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 - b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 - c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 - d. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown



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of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC 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 Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will 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 UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided 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, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.



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ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the PO) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine



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Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
 - a. Personally identifiable information,
 - b. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - c. Medical information as defined by California Civil Code § 56.05,
 - d. Cardholder data,
 - e. Student records, or
 - f. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - i. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
 - ii. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - iii. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - iv. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);
 - v. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
 - vi. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.



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- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: <https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf>

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:



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- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - a. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - b. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 - c. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 - a. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 - b. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
- C. Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair



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Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

- a. At Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and
- b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
- b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
- c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

- a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
- b. Perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware;
- c. Conduct a vulnerability scan encompassing all ports and fuzz testing; and
- d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be



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removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – 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 will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER



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Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

- a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- c. Changes in the status of the parties;
- d. Changes in flow down terms from external parties; and
- e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by employees in the American Federation of State, County, and Municipal Employees (AFSCME) Patient Care Technical (EX) and Service (SX) bargaining units. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and Article 5 of the AFSCME EX and SX Collective Bargaining Agreements, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.



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Supplier shall be prepared to report to UC the total hours worked by each employee or contract worker (collectively the "Worker") who performed services on behalf of Supplier pursuant to this Agreement. Upon request Supplier shall report each worker's name and hours worked providing covered services to UC. Failure to comply with the wages or reporting requirements of this clause will be considered a breach of this Agreement.

Supplier fully acknowledges that should any Worker work (i) 1,000 hours in a rolling twelve (12) month period; or (ii) 35% time over a rolling thirty-six (36) month period on behalf of Supplier pursuant to this Agreement, that Worker will be deemed a "qualified individual" ("QI") and will be eligible for UC employment. Supplier acknowledges and agrees that should UC make an offer of employment to any QI, and/or if the Worker accepts employment with UC, UC will not be in breach of this Agreement or in violation of any other legal obligation it has to Supplier.

Upon UC's request, Supplier also agrees to provide verification of an independent audit of wage and benefit parity compliance. This audit must be performed by Supplier's independent auditor or independent internal audit department and at Supplier's expense. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving request.



Sustainable Practices

Responsible Officer:	EVP – Chief Financial Officer
Responsible Office:	ES – Energy & Sustainability
Issuance Date:	3/10/2022
Effective Date:	3/10/2022
Last Review Date:	2/16/2022
Scope:	All Campuses, Health Locations, and the Lawrence Berkeley National Laboratory

Contact:	Matthew St. Clair
Title:	Director of Sustainability, UCOP
Email:	Matthew.StClair@ucop.edu
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I. POLICY SUMMARY

The Sustainable Practices Policy (“Policy”) establishes goals in 12 areas of sustainable practices: green building, clean energy, climate protection, transportation, sustainable operations, zero waste, procurement, foodservice, water, health care, performance assessment, and health and well-being.

II. DEFINITIONS

Association for the Advancement of Sustainability in Higher Education (AASHE): The higher education association that sets sustainability standards for universities and colleges. Its mission is to support sustainability in higher education through empowering faculty, administrators, staff, and students to be effective change agents and drivers of sustainability innovation.

Addressable Spend: Spend that can be impacted through sourcing activities. For the purposes of this Policy, it relates to the spend within a specific product or service category.

Adjusted Patient Day (APD): Inpatient Days x (Gross Patient Revenue/Inpatient Revenue) where Gross Patient Revenue is Outpatient Revenue + Newborn Revenue + Inpatient Revenue.

California Building Code (CBC): This refers to the California Building Code, Title 24 portion of the California Code of Regulations

Clean Transportation Fuel: A clean transportation fuel is a fuel derived from a net carbon-neutral fuel source with a carbon intensity of zero or less. These transportation fuels are typically produced from nonpetroleum renewable sources. Common examples include natural gas or hydrogen derived from the capture of gases from sewage waste, manure collection, or green waste decomposition. A fuel's carbon intensity can vary based on how it is produced.

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For a California Air Resources Board's maintained list of certified carbon intensities for alternative fuels, see the website [LCFS Pathway Certified Carbon Intensities](#).

Climate Neutrality: Climate neutrality is a goal for the University to have net zero climate impacts from greenhouse gas (GHG) emissions attributed to scope 1 direct emission sources and scope 2 indirect emission sources as defined by The Climate Registry, and specific scope 3 emissions as defined by Second Nature's Carbon Commitment. This will be achieved by minimizing GHG emissions from these sources as much as possible and using carbon offsets or other measures to mitigate the remaining GHG emissions.

Combustion: As defined by CalRecycle, combustion is a rapid conversion of chemical energy into thermal energy. The reaction is exothermic. Organic matter is oxidized with sufficient air (or oxygen) for reactions to go to completion. The carbon and hydrogen are oxidized to carbon dioxide and water, respectively.

Construction and Demolition Waste: Waste generated by construction projects that do not occur every year or are not a result of regular operations and maintenance (e.g., building renovations or new construction).

Diversion from Landfill: Institutions divert materials from the landfill, combustion, or other non-allowable thermal conversion by recycling, composting, donating, reselling, or reusing.

Economically and Socially Responsible (EaSR) Spend: Spend on products or services supplied by a business holding one of the UC-recognized certifications listed in the UC [Sustainable Procurement Guidelines](#).

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by various techniques including fusing polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Fleet: University-owned or operated vehicles and mobility equipment (e.g., passenger vehicles, trucks, vans, shuttles, agricultural vehicles, marine equipment, etc.), including vehicles operated under contract with the University and for which the University/Campus maintains operational control.

Foodservice: Dining establishments such as cafeterias, restaurants, cafes, retail stores, or similar places where food or drink is stored, prepared, packaged, served, or sold for consumption on premises or elsewhere. This includes locations that administer meal plans. Health location foodservice is defined as cafeterias.

Foodware Accessory Items: All types of items usually provided alongside food in containers and cups, including utensils, chopsticks, napkins, cup lids, cup sleeves, food or beverage trays, condiment containers and saucers, straws, stirrers, and toothpicks.

Foodware: Products that are used to serve or transport food or beverages, including cups, bowls, plates, and hinged containers, as well as accessory items (see above definition). This does not include prepackaged, sealed food that is mass-produced by a third-party vendor off the premises for resale at University locations (e.g., grab-and-go items, such as prepackaged sandwiches and snacks resold in campus stores)

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Green Lab Assessment Programs: A program that works with individual laboratories and researchers to inform, collect best practices, and assess areas for improvement in research efficiency, including engagement and targeted initiatives around efficiency in natural resources and other environmental issues. This assessment program could be based on the My Green Labs (MGL) Systemwide Checklist or another similar tool. The MGL checklist was developed based on best practices from several UC campuses as well as the expertise of My Green Lab

Gross Square Foot: Pursuant to the definition in the Facilities Inventory Guide (Appendix C, page C.19), gross square footage is the Outside Gross Area, or OGSF50, and equals the sum of Basic Gross Area (the sum of all areas, finished and unfinished, on all floors of an enclosed structure, for all stories or areas which have floor surfaces) + 50% Covered Unenclosed Gross Area (the sum of all covered or roofed areas of a building located outside of the enclosed structure). OGSF50 is also known as “California Gross.”

Industrial Water: Water provided for specific industrial applications such as heating, cooling, or lubricating equipment.

Leadership in Energy and Environmental Design (LEED)TM: Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

LEED for Interior Design and Construction (LEED-ID+C) for renovation projects;

LEED for Building Operations and Maintenance (LEED-O+M) for the ongoing operational and maintenance practices in buildings; and,

LEED for Building Design and Construction (LEED-BD+C) for new buildings and major renovations of existing buildings.

Locally Compostable: Products that can be composted in the local facilities that provide service to the campus. Acceptable products will vary by facility. Locally compostable may include but is not limited to products made of plastic, paper, wood, and bamboo. Compostable products must meet the criteria outlined in the Sustainable Procurement Guidelines.

Locally Recyclable: Products that can be recycled by the local facilities that provide service to the campus. Acceptable products will vary by facility.

Location: As used in this Policy, means all UC campuses, health locations, and the Lawrence Berkeley National Laboratory, as referred to in the “Scope” above.

Municipal Solid Waste: Garbage, refuse, sludges, and other discarded solid materials resulting from residential activities and industrial and commercial operations, which are legally accepted in CalRecycle permitted landfills. Municipal Solid Waste does not include any regulated hazardous/universal waste, medical waste, or other material used as Alternative Daily Cover (ADC); however, it does include construction and demolition waste, diverted recyclables and organic waste. Non-health location waste targets refer to municipal solid waste only. Health Locations waste targets use the Practice Greenhealth definition of “Total Solid Waste,” see section III.J.

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Organic: As defined by CalRecycle, material containing carbon and hydrogen. Organic material in municipal solid waste includes the biomass components of the waste stream as well as hydrocarbons usually derived from fossil sources (e.g., most plastics, polymers, the majority of waste tire components, and petroleum residues).

Packaging Foam: Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including EPS, extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Not included are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Partner for Change: An award given through Practice Greenhealth's Environmental Excellence Awards program that recognizes health care organizations that have implemented a significant number of environmental programs and who can demonstrate continuous improvement and expansion of these programs on the path to sustainability.

Plant-Based Foods: As defined by the Culinary Institute of America's Menus of Change program, these include fruits and vegetables (produce); whole grains; beans; other legumes (pulses), and soy foods; nuts and seeds; plant oils; herbs and spices; simple combinations of these foods and their derivatives, and vegetarian/vegan alternatives to meat and dairy.

Plant-Forward: As defined by the Culinary Institute of America's Menus of Change program, this represents a style of cooking and eating that emphasizes and celebrates, but is not limited to, plant-based foods—including fruits and vegetables (produce); whole grains; beans, other legumes (pulses), and soy foods; nuts and seeds; plant oils; and herbs and spices—and that reflects evidence-based principles of health and sustainability. Often used synonymously with "vegetable-centric," "vegetable-forward," and "plant-centric."

Plastic Bags: A carryout bag, regardless of the thickness of the material, made of plastic that is provided by a store or foodservice facility to a customer at the point of sale to hold customer's purchases. This does not include bags that are locally compostable.

Potable Water: Water that meets state water quality standards for human consumption.

Practice Greenhealth: The leading membership and networking organization for sustainable health care, delivering environmental solutions to hospitals and health systems across the United States.

Preferred Level Green Spend: The amount spent on products meeting the UC Preferred Level of environmental sustainability criteria as laid out in the UC [Sustainable Procurement Guidelines](#).

Reclaimed or Recycled Water: Wastewater treated with the intention of reuse, including:

Direct Potable Reuse: Treated wastewater reused for human consumption.

Indirect Potable Reuse: Treated wastewater blended with groundwater or other water sources reused as potable or non-potable water.

Non-Potable Reuse: Treated wastewater reused for purposes other than human consumption, such as irrigation, fire suppression, and industrial processes.

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Renewable Energy: Energy generated from inexhaustible sources, such as the sun or wind, or from sources that can quickly be replenished, such as biomass. For the purposes of this Policy, an energy source is renewable if it has been designated as such by the California Energy Commission ([Renewables Portfolio Standard Guidebook](#)).

Required Level Green Spend: The minimum spend that meets sustainability criteria required for a product or service category. For Required Level Green Spend criteria, see the UC [Sustainable Procurement Guidelines](#).

Research Group: When counting the laboratories assessed via a green lab assessment program, a laboratory will be counted as a research group rather than by physical rooms. As defined in the Laboratory Hazard Assessment Tool (LHAT), this group includes the workers that report to one Principal Investigator (PI) or Responsible Person. While some PI's may have multiple groups, one assessment for the purposes of this Policy will include all the people working under one PI or Responsible Person, all of the rooms they occupy or share, and field sites, if any. Total number of PI's and Responsible People will be tracked according to LHAT or a similar tracking method at campuses not using LHAT. LHAT includes research and teaching laboratories.

Savings by Design: An energy efficiency program offered by California's four investor-owned utility companies and the Sacramento Municipal Utility District. Savings By Design provides design assistance, energy analysis, life cycle costing, and financial incentives for new construction and major renovation projects. The Savings By Design program is also known as the Non-Residential New Construction Program.

Single-Pass Cooling: Single-Pass or once-through cooling systems flow water through a piece of equipment to absorb heat and dispose of the water down the drain without recirculation. Replacing and managing these types of systems is a recommended best practice by the International Institute for Sustainable Laboratories (I²SL), the U.S. Office of Energy Efficiency & Renewable Energy, and the EPA. Equipment typically using this type of cooling includes hydraulic equipment, distillation condensers, refrigeration condensers, air compressors, vacuum pumps, electron microscopes, mass spectrometers, lasers, helium recovery, and electro-magnets.

Single-Occupancy Vehicle (SOV): A vehicle driven by a single driver with no passengers. SOV percentages may separate the percentage of vehicle trips occurring in zero- or low-emission vehicles from carbon-fuel vehicles (e.g., SOV-standard fuel and SOV-alternative fuel).

Solicitation: The process of seeking information, bid proposals, and quotations from suppliers.

Sustainability Tracking, Assessment and Rating System (STARS): A transparent, self-reporting framework for colleges and universities to measure their sustainability performance. STARS provides a framework for understanding sustainability in all sectors of higher education through using a common set of measurements that enables meaningful comparisons over time and across institutions.

Sterilized Water: Water that has been cleaned to remove, deactivate, or kill microorganisms present that may be harmful to humans, primarily used in medical facilities and research.

Stormwater: Water that originates during precipitation events.

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Strategic sourcing: A process designed to maximize the purchasing power of large, decentralized organizations, such as the University of California, by consolidating and leveraging common purchases.

Sustainable Food: Food and beverage purchases that meet the AASHE STARS Technical Manual's requirements for sustainably and ethically produced food for campuses and Practice Greenhealth's sustainable food for health locations.

Sustainable Procurement: Modified from the UK Government's Sustainable Procurement Task Force (2012) Purchasing that takes into account the economic, environmental, and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization but also to society and the economy, while remaining within the carrying capacity of the environment.

Sustainable Water Systems: Water systems or processes that maximize water use conservation or efficiency, optimize water resource management, protect resources in the context of the local watershed, and enhance economic, social, and environmental sustainability while meeting operational objectives.

Takeback program: A program that allows customers to return used products or materials to either the producer or distributor for responsible re-use or recycling consistent with applicable state and federal laws. These programs encourage responsible design for disassembly and recyclability and protect the environment by keeping bulky or toxic products and packaging out of the waste stream.

Transportation Demand Management (TDM): The application of strategies and policies to reduce travel demand (specifically that of single-occupancy private vehicles). TDM programs may include car sharing (car share), carpools (rideshare), vanpools, bus pools, shuttles, transit, bicycle circulation systems, pedestrian circulation systems, emergency rides home, telecommuting, flexible schedules, parking management (amount, access, fees), etc.

Total Cost of Ownership (TCO): An analysis of cost that considers not only purchase price but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

UC Green Laboratories Action Plan: A document created with the goal of setting campus-specific targets, documenting the strengths and areas for improvement within sustainable operations of research laboratories via gap analysis, and outlining actions that can be implemented to further targets.

USGBC: U.S. Green Building Council. The USGBC is a membership-based non-profit organization dedicated to sustainable building design and construction and is the developer of the LEED building rating system.

Wastewater: Water that is discharged from domestic, industrial, or other use.

Watershed: In the context of this Policy, a watershed is the area of land that drains to a common waterway, such as a stream, lake, estuary, wetland, aquifer, bay, or ocean.

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Water systems: Natural and/or human-made systems that provide water to and support the functions of watersheds and/or human communities.

Weighted Campus User (WCU): As defined in the current AASHE STARS Technical Manual. This calculation applies only to campuses and not to health locations or LBNL.

Zero-emissions vehicle (ZEV): As defined by the California Air Resources Board (CARB) ZEV program standards, a vehicle that emits no tailpipe pollutants (e.g., criteria air pollutants, precursors, or greenhouse gases) from the onboard source of power under any possible operational modes or conditions. Common examples include battery electric and fuel cell vehicles.

Zero waste: The University's zero waste goal is made up of incremental waste reduction and waste diversion targets. The University recognizes the attainment of reduction goals stated in this Policy and a 90% diversion of municipal solid waste as minimum compliance standard to be defined as zero waste for locations other than health locations.

III. POLICY TEXT

The University of California ("University") is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. The University's locations should be living laboratories for sustainability, contributing to the research and educational mission of the University. The goals outlined throughout these policy and procedures sections shall be applied within the constraints of research needs and budgetary requirements and in compliance with safe operating practices and all applicable rules, regulations and laws. Policy goals are presented below in twelve areas of sustainable practices.

A. Green Building Design

1. New Buildings

- a. All new building projects, other than acute care facilities, will be designed, constructed, and commissioned to outperform the California Building Code (CBC) energy-efficiency standards by at least 20% or meet the whole-building energy performance targets listed in Table 1 of Section V.A.1. The University will strive to design, construct, and commission buildings that outperform CBC energy efficiency standards by 30% or more or meet the stretch whole-building energy performance targets listed in Table 1 of Section V.A.1, whenever possible within the constraints of program needs and standard budget parameters.
- b. Acute care/hospital facilities and medical office buildings will be designed, constructed, and commissioned to outperform ASHRAE 90.1 - 2010 by at least 30% or meet the whole-building energy performance targets listed in Table 2 in Section V.A.1.
- c. No new building or major renovation that is approved after June 30, 2019, will use onsite fossil fuel combustion (e.g., natural gas) for space and water heating (except those projects connected to an existing campus central thermal infrastructure). Projects unable to meet this requirement will document the rationale for this decision, as described in Section V.A.1.d.
- d. All new buildings will achieve a USGBC LEED "Silver" certification at a minimum. All

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new buildings will strive to achieve certification at a USGBC LEED “Gold” rating or higher, whenever possible within the constraints of program needs and standard budget parameters.

- e. The University of California will design, construct, and commission new laboratory buildings to achieve a minimum of LEED “Silver” certification. Design, construction, and commissioning processes will strive to optimize the energy efficiency of systems not addressed by the CBC energy efficiency standards.
- f. All new building projects will achieve at least two points within the available credits in LEED-BD+C’s Water Efficiency category (in support of section III.I.) and prioritize earning waste reduction and recycling credits (per section V.F.)

2. Building Renovations

- a. Major Renovations of buildings are defined as projects that require 100% replacement of mechanical, electrical, and plumbing systems and replacement of over 50% of all non-shell areas (interior walls, doors, floor coverings, and ceiling systems) will at a minimum comply with III.A.1.d. or III.A.1.e. Such projects will outperform CBC Title 24, Part 6, currently in effect, by 20%. This does not apply to acute care facilities.
- b. Acute care facilities and medical office buildings undertaking major renovations, as defined above, will outperform ASHRAE 90.1- 2010 by 30%.
- c. Renovation projects with a project cost of \$5 million or greater (CCCI 5000) that do not constitute a Major Renovation as defined in item III.A.2.a. will at a minimum achieve a LEED-ID+C Certified rating and register with the utilities’ Savings by Design program, if eligible. This does not apply to acute care facilities.

B. Clean Energy

In support of the climate neutrality goals outlined in Section C of this Policy, the University of California is committed to reducing its greenhouse gas emissions by reducing energy use and switching to clean energy supplies.

1. Energy Efficiency

Each location will implement energy efficiency actions in buildings and infrastructure systems to reduce the location’s energy use intensity by an average of at least 2% annually.

2. On-campus Renewable Electricity

Campuses and health locations will install additional on-site renewable electricity supplies and energy storage systems whenever cost-effective and/or supportive of the location’s Climate Action Plan or other goals.

3. Off-campus Clean Electricity

By 2025, each campus and health location will obtain 100% clean electricity. The UC Clean Power Program will provide 100% clean electricity to participating locations.

4. On-campus Combustion

By 2025, at least 40% of the natural gas combusted on-site at each campus and

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health location will be biogas.

C. Climate Protection

1. Greenhouse Gas Emissions

Each campus and the UC Office of the President will develop strategies for meeting the following UC goals:

- a. Achieve climate neutrality from scope 1 and 2 sources by 2025
- b. Achieve climate neutrality from specific scope 3 sources (as defined by Second Nature's Carbon Commitment) by 2050 or sooner
- c. Maintain greenhouse gas (GHG) emissions at or below 1990 levels, pursuant to the California Global Warming Solutions Act of 2006.

For purposes of this section, campuses will include their related health location for all goals. GHG emissions reduction goals pertain to emissions of the six Kyoto greenhouse gases (carbon dioxide, methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons, and perfluorocarbons) originating from all scope 1 and scope 2 sources as specified by the Climate Registry and from scope 3 emissions as specified by Second Nature's Carbon Commitment, which includes air travel paid through the institution; and commuting to and from campus by students, faculty and other academic appointees, and staff. These goals will be pursued while maintaining the research, education, and public service missions of the University.

Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, or participation in the CARB Cap-and-Trade Program will perform to those regulatory requirements.

2. Offsets

- a. The University will prioritize direct reductions of its covered scope 1, 2, and 3 emissions. This Policy does not require the University, as a system and as individual campuses and units, to purchase carbon offsets to meet their carbon neutrality goals; instead, it sets priorities and minimum standards if they decide to purchase offsets. In meeting the UC Sustainable Practices Policy climate goals as outlined in section III.C., the University will use offsets as a transitional strategy while implementing all feasible reductions in its scope 1, 2, and 3 emissions. The University will reevaluate and update section III.C and V.C of the Sustainable Practices Policy by 2025.
- b. The University will only use high-quality offset credits to meet its climate protection goals, beyond its requirements under California's cap-and-trade program and will draw on the University's academic capacity to vet the quality of all voluntary offset credits it uses.
- c. To align its voluntary offset program with its research, education, and public service mission, the University will choose offset projects that demonstrate or advance scalable climate solutions aligned with a path towards deep decarbonization; prioritize projects that advance University research and support student education; prioritize projects with health and social justice benefits, and benefits to the UC

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community and communities surrounding the campuses; and prioritize projects with the potential for climate benefits well beyond the credited reductions, recognizing the urgency of near-term reductions. The University will analyze the ecological, health, social, and human rights impacts of its offset decisions to avoid negative outcomes for low-income communities, communities of color, and other marginalized populations and to prioritize projects that benefit these communities.

- d. The University will develop and implement its voluntary offset procurement strategy in a way that advances understanding of and models how institutions of higher education and in other sectors can use offsets as an effective climate mitigation strategy aligned with their institutional mission.

D. Sustainable Transportation

The University will implement transportation programs and greenhouse gas (GHG) emission reduction strategies that reduce the environmental impacts from commuting, fleet and business air travel related to achieving the Climate Protection section of this Policy (see Section III.C.).

1. Each location will reduce GHG emissions from its fleet and report annually on its progress. Locations will implement strategies to reduce emissions from University-owned or operated fleet vehicles to align with UC's 2025 carbon neutrality goals (as defined in the Climate Protection sections of this Policy). Carbon neutral fleets can be achieved if vehicles produce no tailpipe emissions, use a clean transportation fuel, and/or if carbon offsets are purchased.

To support this goal, each location will ensure that:

- a. After July 1, 2023, zero-emission vehicles, plug-in hybrid, or dedicated clean transportation fueled vehicles will account for at least 50% of all vehicle acquisitions (including both leased and purchased vehicles).
- b. All sedans and minivan acquisitions will be zero-emission or plug-in hybrid vehicles, except for public safety vehicles with special performance requirements.
- c. In applications where zero-emission vehicles are not available, regardless of vehicle size class, the use of clean transportation fuels and other low-emission fuels will be prioritized

Furthermore:

- d. Any carbon offsets purchased to meet the carbon neutrality goal will be coordinated with the location's Office of Sustainability, will support the location's overall carbon neutrality strategy, and will follow the guidelines laid out in the Climate Protection section of this Policy (see Section III.C.).
- e. Vehicle acquisitions plans should meet the State's goal (outlined in Executive Order N-79-20) that all new passenger cars and light-duty trucks (under 8,500 lbs.) acquired after January 1, 2035, and all medium-and heavy-duty vehicles acquired or operated after January 1, 2045, will be zero-emission.

Lawrence Berkeley National Laboratory will follow federal fleet requirements in the case where federal and UC fleet requirements conflict.

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2. The University recognizes that single-occupant vehicle (SOV) commuting is a primary contributor to commute-related GHG emissions and localized transportation impacts.
 - a. By 2025, each location will strive to reduce its percentage of employees and students commuting by SOV by 10% relative to its 2015 SOV commute rates.
 - b. By 2050, each location will strive to have no more than 40% of its employees and no more than 30% of all employees and students commuting to the location by SOV.
3. Recognizing that flexible work arrangements, including telecommuting, are a low-cost, effective way to reduce emissions and carbon footprint, each location should review and update local employee telecommute and flexible work policies, guidelines, procedures, and other applicable documents to normalize and promote telecommuting options and other flexible scheduling, as aligned appropriately based on business needs.
4. Consistent with the State of California goal of increasing alternative fuel – specifically electric – vehicle usage, the University will promote purchases and support investment in alternative fuel infrastructure at each location.
 - a. By 2025, each location will strive to have at least 4.5% of commuter vehicles be zero-emissions vehicles (ZEV).
 - b. By 2050, each location will strive to have at least 30% of commuter vehicles be ZEV.
5. Each location will develop a business-case analysis for any proposed parking structures serving University affiliates or visitors to campus to document how a capital investment in parking aligns with each campus' Climate Action Plans and/or sustainable transportation policies.

E. Sustainable Building and Laboratory Operations for Campuses

1. Each campus will seek to certify as many buildings as possible through the LEED-O+M rating system within budgetary constraints and eligibility limitations.
2. All campuses will maintain an ongoing Green Lab Assessment Program supported by a department on campus to assess the operational sustainability of research groups and the laboratories and other research spaces.
 - a. At least one staff or faculty member from the campus must have the role of managing the Green Lab Assessment Program.
 - b. Any green lab assessment programs and related efforts will adhere to all relevant UC, state and national policies and laws. Safety will never be compromised to accommodate sustainability goals.
 - c. All campuses will maintain a UC Green Laboratories Action Plan.

F. Zero Waste

1. The University will achieve zero waste through prioritizing waste reduction in the following order: reduce, reuse, and then recycle and compost (or other forms of organic recycling) as described in section V.F.6. Minimum compliance for zero waste, at all locations other than health locations, is as follows:
 - a. Reduce per capita municipal solid waste generation by:

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- i. 25% per capita from FY2015/16 levels by 2025
 - ii. 50% per capita from FY2015/16 levels by 2030.
- b. Divert 90% of municipal solid waste from the landfill.
- 2. The University supports the integration of waste, climate and other sustainability goals, including the reduction of embodied carbon in the supply chain through the promotion of a circular economy and the management of organic waste to promote atmospheric carbon reduction. In support of this goal, waste reporting will include tracking estimated scope 3 greenhouse gas emissions.
- 3. The University prohibits the sale, procurement, or distribution of packaging foam, such as food containers and packaging material, other than that utilized for laboratory supply or medical packaging and products. The University seeks to reduce, reuse, and find alternatives for packaging foam used for laboratory and medical packaging products.
 - a. No packaging foam or expanded polystyrene (EPS) will be used in foodservice facilities for takeaway containers.

For implementation guidelines related to the procurement of goods for University of California campuses, reference the [University of California Sustainable Procurement Guidelines](#).

- 4. The University is committed to the reduction and elimination of single-use items in line with the University's and the State of California's Zero Waste goals and in recognition of the severe environmental impact single-use products have globally. In recognition of this commitment, locations will reduce single-use products by taking the following actions:
 - a. Eliminate plastic bags in all retail and foodservice establishments in campus facilities or located on University owned land no later than January 1, 2021
 - b. Replace disposable single-use plastic foodware accessory items in all foodservice facilities with reusables or locally compostable alternatives and provide only upon request no later than July 1, 2021
 - c. Provide reusable foodware items for food consumed onsite at dine-in facilities and to-go facilities no later than July 1, 2022.
 - d. Replace single-use plastic foodware items with reusable or locally compostable alternatives at to-go facilities no later than July 1, 2022
 - e. Phase out the procurement, sale and distribution of single-use plastic beverage bottles. Non-plastic alternatives will be locally recyclable or compostable.
 - i. Foodservice facilities will provide alternatives no later than January 1, 2023.
 - ii. Locations are encouraged to prioritize the installation of water refill stations to support the transition from single-use plastics to reusables.
 - iii. Locations will consider eliminating single-use plastic beverage bottles when contracting with suppliers, or upon contract renewal and/or extension if current contract terms prohibit (e.g., vending machines, departmental purchases, etc.).
 - f. When selecting prepackaged, sealed food that is mass produced off premises and

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resold at University locations (e.g., grab-and-go items, such as chips, candy, prepackaged sandwiches, etc.), preference should be given in contract award and negotiations to suppliers that utilize locally compostable or locally recyclable packaging options.

This Policy section (III.F.4.) also applies to third-party foodservice facilities that lease space or provide contracted services at locations. Locations will include these Policy provisions in lease language as new leases and contracts are negotiated or existing leases are renewed and work to incorporate these practices, as much as possible, within the timeframe of current leases. When procuring catering services, where possible, select providers that can provide alternatives to single-use plastics.

G. Sustainable Procurement

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services. The goals outlined throughout these policy and procedures sections will be applied within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations, and laws.

1. The University values the health and wellbeing of its students, staff, faculty and other academic appointees, visitors, and suppliers. The University seeks to provide healthy and accessible conditions for the communities it serves, and this will be considered as a fundamental factor when making procurement decisions. Where functional alternatives to harmful products or impacts exist, they are to be strongly preferred.
2. Per III.F.1. the University prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement will look to reduce unnecessary purchasing first, then prioritize the purchase of surplus or multiple-use products, before looking at recyclable or compostable products.
3. The University's sustainable purchasing requirements (detailed in the [UC Sustainable Procurement Guidelines](#)) are:
 - a. 100% compliance with Required Level Green Spend criteria within three fiscal years of the addition of those products and/or product categories to the Guidelines.
 - b. 25% Preferred Level Green Spend as a total percentage of spend per product category; target to be reached within three fiscal years after a category is added to the Guidelines.
 - c. 25% Economically and Socially Responsible Spend as a total percentage of addressable spend; target to be reached within five fiscal years of adoption of this section in the Guidelines.
4. The University's sustainable purchasing reporting requirements are:
 - a. Reporting on percent Preferred Level Green Spend beginning at the close of the first full Fiscal Year after a category is added to the Guidelines.
 - b. Reporting on percent Economically and Socially Responsible Spend beginning at the close of Fiscal Year 2018/19.
5. Each University's Procurement department will integrate sustainability into its processes

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and practices, including competitive solicitations, to satisfy the sustainable purchasing goals outlined above for products, as well as for the procurement of services. The University will do so by:

- a. Allocating a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Criteria may include, but are not limited to, sustainable product attributes, supplier diversity, supplier practices, contributions to health and wellbeing, and materials safety. Exceptions to this Policy may only be granted by the appropriate Policy Exception Authority. Decisions to grant an exception will be made in the context of a location's need to support teaching, research and public service when there is a demonstrable case that the inclusion of a minimum of 15% of the points utilized in solicitation evaluation for sustainability criteria will conflict with the project teams' ability to execute a competitive solicitation.
- b. Supporting outreach, education, and providing equal access to small, diverse, and disadvantaged suppliers for all applicable University procurement opportunities in accordance with BUS-43 policy.
- c. Comparing the Total Cost of Ownership when evaluating costs for goods and services in the selection of suppliers, whenever feasible.¹
- d. Targeting sustainable products and services for volume-discounted pricing to make less competitive or emerging sustainable products and services cost-competitive with conventional products and services.
- e. Leveraging its purchasing power and market presence to develop sustainable product and service options where not already available.
- f. Requiring packaging for all products procured by the University be designed, produced, and distributed to the end-user in a sustainable manner.
- g. Contracting with suppliers of products (e.g., electronics, furniture, lab consumables) that have established (preferably non-manufacturer specific) end-of-life reuse, recycling, and/or takeback programs at no extra cost to the University, and in compliance with applicable federal, state, and University regulations regarding waste disposal.
- h. Requiring sustainability-related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the [Federal Trade Commission's \(FTC\) Green Guides](#) for the use of environmental marketing claims.
- i. Working with its suppliers to achieve greater transparency and sustainable outcomes throughout the supply chain. This may include maximizing the procurement of products that optimize the use of resources from extraction through

¹ Public Contract Code§ 10507.8 states: "As provided for in this article, when the University of California determines that it can expect long-term savings through the use of life cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the lowest responsible bidder may be selected on the basis of the best value to the University. To implement this method of selection, the Regents of the University of California will adopt and publish policies and guidelines for evaluating bidders that ensure that best value selections by the University are conducted in a fair and impartial manner."

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manufacturing and distribution (e.g., EPA’s SmartWay Program).

6. All procurement staff will consult the UC [Sustainable Procurement Guidelines](#) document for minimum mandatory sustainability requirements to be included in solicitations for a given product or service category.

H. Sustainable Foodservices

1. Campus and Health Location Foodservice Operations

a. Food Procurement

Each campus foodservice operation will strive to procure 25% sustainable food products by the year 2030 as defined by AASHE STARS, and each health location foodservice operation will strive to procure 30% sustainable food products by the year 2030 as defined by Practice Greenhealth, while maintaining accessibility and affordability for all students and health location’s foodservice patrons.

b. Education

Each campus and health location will provide patrons and foodservice staff with access to educational and training materials that will help support their food choices.

c. Menu Development

Each campus and health location will strive to reduce greenhouse gas emissions of their food purchases through globally-inspired, culturally-acceptable plant-forward menus.

- i. Campuses and health centers will establish a baseline and goal in 2020.

Progress will be tracked annually by reporting the percentage of plant-based foods procured beginning in 2021.

2. Foodservice Operations in Leased Locations:

- a. Foodservice operations leased in campuses and health locations owned by the University of California and contractors providing foodservices in campus and health locations will strive to meet the policies in III.H.1.a-c.
- b. Campuses and health locations will include Section H of this Policy in lease language as new leases and contracts are negotiated or existing leases are renewed. However, campus and health locations will also work with tenants to advance sustainable foodservice practices as much as possible within the timeframe of current leases.

I. Sustainable Water Systems

With the overall intent of achieving sustainable water systems and demonstrating leadership in the area of sustainable water systems, the University has set the following goals applicable to all locations:

1. Locations will reduce growth-adjusted potable water consumption 20% by 2020, and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08. Locations that achieve this target early are encouraged to set more stringent goals to further reduce potable water consumption.

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- a. Each campus will strive to reduce potable water used for irrigation by converting to recycled water, implementing efficient irrigation systems, planting drought-tolerant landscaping (including California native plants where feasible and appropriate), and/or removing turf.
2. Each location will develop and maintain a Water Action Plan that identifies long-term strategies for achieving sustainable water systems.
3. Each campus will identify once-through cooling systems, constant flow sterilizers, constant-flow autoclaves and other water-to-waste cooling systems. Each campus will develop and implement plans for eliminating or replacing these systems with recirculating systems or other means of cooling that do not drain water to waste after one use.
4. New equipment requiring liquid cooling will be connected to an existing recirculated building cooling water system, new local chiller vented to building exhaust or outdoors, or to the campus chilled water system through an intervening heat exchange system, if available.
 - a. Once-through or single-pass cooling systems will not be allowed for soft-plumbed systems using flexible tubing and quick-connect fittings for short-term research settings.
 - b. If no alternative to single-pass cooling exists, water flow must be metered, automated and controlled to reduce water waste.
5. Required water efficiency measures applicable to building projects are outlined in Section A of this Policy on Green Building Design, New Building.
6. Guidelines for the sustainable procurement of water fixtures, as applicable, are listed in the UC Sustainable Procurement Guidelines.

J. Sustainability at UC Health

1. Health locations will achieve Practice Greenhealth's award "Greenhealth Partner for Change."
2. Health locations will achieve a target of 25lbs of total solid waste as defined by Practice Greenhealth per Adjusted Patient Day by 2025 and strive for 20lbs of total waste per Adjusted Patient Day by 2030. In meeting these goals, Health locations will follow the provisions outlined in section F of this Policy on Zero Waste, including limiting combustion and reducing the use of foam and single-use products.
 - a. Practice Greenhealth defines total solid waste as municipal solid waste as well as all forms of regulated waste. This includes but is not limited to regulated medical waste, biohazardous waste, pharmaceutical waste, and universal waste. It does not include construction and demolition waste.
3. In line with campus targets, health locations will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08.
4. Acute care/hospital facilities and medical office buildings in health locations will be designed, constructed and commissioned, or renovated as outlined in Section A of this

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Policy on Green Building Design.

5. Health locations will strive to procure 30% sustainable food products by the year 2030 as defined by Practice Greenhealth and outlined in Section H of this Policy on Sustainable Foodservices.

K. General Sustainability Performance Assessment

1. All undergraduate campuses must maintain a certified AASHE STARS report.
2. All campuses must achieve a Silver STARS rating and strive for Gold by 2023.

L. Health and Well-Being

Health, equity, and the environment, including climate, are deeply interconnected, thus health, inequity, and environmental and climate change require intersectoral and collaborative solutions. Healthful food, healthy buildings, and active transportation are just some examples in which health, sustainability, and equity are synergistic. The Healthy Campus Network (HCN) leadership will use a Health in All Policies² framework and broad stakeholder engagement to better address health inequities; to support a culture of health for all faculty, staff, and students; to foster community collaborations across the UC system and California; and to meet the policy goals outlined below.

1. By the end of 2022, the HCN will review the strengths and gaps in the UC Sustainable Practices Policy and make recommendations for integration based on:
 - a. Environmental and human health co-benefits,
 - b. Social, physical, and emotional well-being, and
 - c. Health equity.
2. By the end of 2021, the HCN will review and revise healthy vending goals with stakeholders to propose for inclusion in this Policy.
3. By the end of 2021, the HCN will review the chemicals of concern criteria detailed in the Sustainable Procurement Guidelines and make recommendations for the inclusion of specific Policy targets.

IV. COMPLIANCE/RESPONSIBILITIES

A. Implementation

The Executive Vice President - Chief Financial Officer is the Responsible Officer for this Policy. The UC Sustainability Steering Committee, which is chaired by the Executive Vice President - Chief Financial Officer, provides oversight for all aspects of the Policy.

B. Revisions

The President is the approver of this Policy and has the authority to approve or delegate the approval of revisions to the Policy.

² Rudolph, L., Caplan, J., Ben-Moshe, K., & Dillon, L. (2013). Health in All Policies: A Guide for State and Local Governments. Washington, DC and Oakland, CA: American Public Health Association and Public Health Institute

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The systemwide Working Group corresponding to each section of the Policy recommends Policy revisions to the UC Sustainability Steering Committee and Executive Vice President - Chief Financial Officer. Proposed provisions accepted by the UC Sustainability Steering Committee and the Executive Vice President - Chief Financial Officer will then be recommended to the President for approval or to the appropriate delegated authority, as stated above.

The Sustainable Practices Policy will be reviewed, at a minimum, once every three years with the intent of developing and strengthening implementation provisions and assessing the influence of the Policy on existing facilities and operations, new capital projects, plant operating costs, fleet and transportation services, and accessibility, mobility, and livability. The University will provide for ongoing active participation of students, faculty and other academic appointees, administrators, and external representatives in further development and implementation of this Policy.

C. Compliance

Chancellors and the Lawrence Berkeley National Laboratory Director are responsible for implementation of the Policy in the context of individual building projects, facilities operations, etc. An assessment of location achievements with regard to the Policy is detailed in an annual report to the Regents. The internal audit department may conduct periodic audits to assess compliance with this Policy.

D. Reporting

On an annual basis, the President will report to the Regents on the University's sustainability efforts in each area of the Policy. Unless otherwise specified, reporting on progress on each section of this Policy will be to UCOP as part of the development of the [Annual Report on Sustainable Practices](#).

V. PROCEDURES

A. Green Building Design

1. New Buildings and Major Renovations

- a. Projects will utilize the versions of the CBC energy efficiency standards and LEED-BD+C that are in effect at the time of the first submittal of "Preliminary Plans" (design development drawings and outline specifications) as defined in the [State Administrative Manual](#).³
- b. If eligible, all new buildings and major renovations (as defined in III.A) will register with the Savings By Design program to document compliance with the requirement to outperform CBC energy efficiency standards by at least 20%.
- c. Projects other than acute care facilities that opt to use energy performance targets for compliance with III.A.1.a. will at a minimum use the whole-building energy

³ The State Administrative Manual is a reference source for statewide policies, procedures, regulations and information developed and issued by authoring agencies such as the Governor's Office, Department of General Services, Department of Finance, and Department of Personnel Administration.

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performance target listed below that corresponds to the year of the project's budget approval.

- i. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) as developed for UC Building 1999 Energy Benchmarks by Campus, in Sahai, et al. 2014 and updated with a new "100% Lab Space" use type in the spreadsheet 2016 Whole-Building Quantitative Energy Performance Targets (2020 update).⁴

Table 1

Calendar Years	Compliance Target	Stretch Target
2015-16	65%	50%
2017-18	60%	45%
2019-20	55%	40%
2021-22	50%	35%
2023-24	45%	30%
2025 or after	40%	25%

- d. Projects will report their target energy use and how much they anticipate exceeding the CBC energy-efficiency standards (campuses), ASHRAE 90.1 - 2010 (Health Locations), or the UC Building Benchmarks at plan phase (P-Phase) approval. This information will be confirmed with modeled energy estimates at approval of the start of construction (completion of the W-Phase). Final efficiency will be reported at closeout (generally a year after the building has been occupied).
- e. Decisions affecting energy efficiency, fossil fuel use, and connection to existing central thermal services will be made in the context of the location's climate action plan. Where on-site fossil fuel combustion within the building is deemed necessary, the rationale for this decision will be documented as part of the existing project approval process. The submittal should include the following:
 - i. An estimate of annual electricity and gas use for the project as well as the project's target design energy use in thousand British thermal units (kBtu) per square foot.
 - ii. An explanation of why fossil fuel combustion is required for the project and what other alternatives were evaluated.
 - iii. An analysis explaining why fossil-fuel combustion is the most cost-effective energy source for the identified project-specific applications.
 - iv. A plan to mitigate, by 2025, the associated greenhouse gas emissions in accordance with the location's Climate Action Plan.

⁴ The "UC Building 1999 Energy Benchmarks by Campus" and "2016 Whole-Building Quantitative Energy Performance Targets (2020 update)" documents can be found at <https://www.ucop.edu/sustainability/policy-areas/green-building/index.html>.

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This documentation is part of the broader project approval process and does not require separate UCOP approval. Draft information should be submitted prior to budget approval as part of a Project Planning Guide, Delegated Authority Project Certification Checklist or related ancillary document. This information should be updated prior to design approval.

- f. Acute care facilities and medical office buildings opting to use energy performance targets for compliance with III.A.1.b. will at a minimum use the whole-building energy performance target listed in Table 2 below. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) based on ASHRAE (2012) Advanced Energy Design Guidelines for Large Hospitals.

Table 2

	Acute Care			Medical Office Buildings		
	Benchmark Average	Target	Stretch Target	Benchmark Average	Target	Stretch Target
UC Davis Health	230	160	115	85	60	43
UC Irvine Health	230	160	115	80	56	40
UCLA Health	230	160	115	80	56	40
UC San Diego	230	160	115	80	56	40
UC San Francisco Health	230	160	115	80	56	40

- g. Locations will demonstrate compliance based on the results of energy modeling that represents a best estimate of as-operated, whole-building energy use, before accounting for on-site energy generation. Targets are intended to be verifiable in actual operation following building occupancy.

Projects are also required to model and report on the following metrics:

- annual electricity consumption (kWh/gsf/yr)
- annual thermal consumption (therms/gsf/yr)
- peak electricity (W/gsf)
- peak chilled water (tons/kgsf) (if applicable)
- peak thermal (therms/hr/kgsf)

The following very high-intensity process loads may be subtracted out of the total building energy use intensity if they can be metered separately:

- Clean room

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- Data center
- Micro-chip fabrication
- Accelerator (e.g., laser, light source)
- Bio-safety level III Laboratory
- Magnetic Resonance Imaging (MRI)
- Positron Emission Tomography (PET)
- Computer Tomography (CT)
- Pharmacies

If a building has more than 6 Operating Rooms (ORs), additional ORs (defined as any ORs beyond the baseline of 6 ORs) may be subtracted out of total building energy use intensity if they meet the following two requirements:

- i. OR heating, ventilation and air conditioning (HVAC) is metered separately; and,
 - ii. A commitment is made by an appropriate official within the hospital's administration to implement an OR HVAC setback program in the subtracted ORs.
- h. Locations are encouraged to coordinate with local water districts in efforts to conserve water and to meet reduced water use goals of the local districts.

2. Privatized Development

- a. All privatized development of New Buildings or Major Renovations on University-owned land that is constructed in whole or in substantial part for University-related purposes (i.e., in furtherance of the University's mission, both programmatic and auxiliary uses), and build-to-suit projects not on University-owned land constructed for University-related purposes, will comply with section III.A. of this Policy. The provisions of this subsection apply regardless of the business relationship between the parties (i.e., whether a gift, acquisition, ground lease and/or lease).

3. Building Renovations

- a. At budget approval, all renovation projects should include a list of sustainable measures under consideration.
- b. For all improvement projects in spaces leased or licensed by the Regents to be used for University-related purposes for a term of greater than 12 months, locations will strive to comply with the appropriate Policy requirements in III.A.2.

4. Waiver Conditions Applicable to all Projects

- a. Waivers will only be granted in exceptional circumstances and will not be considered if the project negatively impacts the ability to comply with the goals of this Policy, in particular the goal of achieving carbon neutrality by 2025.
- b. Any proposed waiver from section III.A. of the Policy may be requested administratively from the UCOP Executive Director of Capital Programs prior to first project approval.

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- c. New Building and Major Renovation projects applying for an exception from section III.A.1.d. of this Policy should strive to achieve a USGBC LEED “Certified” rating. New building and renovation projects that are unable to achieve a USGBC LEED “Certified” rating will submit a request for an exception with a LEED scorecard and supporting documentation to the UCOP Executive Director of Capital Programs, showing the credits that the project would achieve.
 - d. Such waiver requests will indicate the applicable section of the Policy and/or Procedures; the proposed solution; and demonstrate equivalency with Policy intent.
5. General/Miscellaneous
- a. The University will develop a program for sharing best practices.
 - b. The University will incorporate the requirements of sections III.A. and V.A. into existing training programs, with the aim of promoting and maintaining the goals of the Policy.
 - c. The University planning and design process will include explicit consideration of life cycle cost along with other factors in the project planning and design process, recognizing the importance of long-term operations and maintenance in the performance of University facilities.
 - d. The University will work closely with the USGBC, I²SL, the Department of Energy, the U.S. Environmental Protection Agency, state government, and other organizations to facilitate the improvement of evaluation methodologies to address University requirements.

B. Clean Energy

- 1. Energy Efficiency: The energy efficiency goal follows the spirit of the U.S. Department of Energy’s Better Building Challenge. Each location’s percent reduction in energy use intensity (EUI) will be reported annually based on the sum of weather-adjusted energy use divided by the sum of the maintained gross square footage (OGSF50). The average annual reduction will be calculated using an established baseline as detailed in the UC EUI Tracking Methods and References. UCOP will use energy usage data from the systemwide purchased utility database for reporting campus energy use intensity, based on the campus-specified set of utility accounts and associated maintained gross square footage. Electric and gas site energy will be converted to kBtu and normalized for weather. Policy goals will be evaluated and adjusted as appropriate following the 2025 reporting year.
- 2. On-campus Renewable Energy
 - a. Each location will determine the appropriate mix of measures to be adopted within its clean energy portfolio. The capacity to adopt these measures is driven by technological and economic factors, and each location will need to reevaluate its mix of energy measures regularly.
 - b. Locations will periodically evaluate the feasibility of new on-site renewable electricity projects. The financial evaluation of these projects will fully account for the anticipated avoided costs associated with decreased on-site power production from combined heat and power plants and/or purchased electricity, as well as the avoided

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cost of carbon.

3. Off-campus Clean Electricity

- a. Clean electricity is defined as having a residual greenhouse gas emission factor that is less than 150 lbs. CO₂/MWh.
- b. Clean electricity will be procured through the following methods and reported on annually:
 - iii. A location may opt-in to a utility-provided green power program for its purchased electricity that meets the definition of clean electricity specified in V.B.3.a.
 - iv. The UC Clean Power Program, which will procure and supply to participating campuses 100% clean electricity.
 - v. Those locations without access to a green power program may purchase Renewable Energy Credits (REC) to offset purchased electricity. To be counted, such RECs will be transferred to UC or retired on behalf of UC.
4. Where feasible, the University will seek to benefit from the economies of scale and reduce risk by developing a portfolio for systemwide clean energy procurement contracts from which locations may benefit.
- 5. On-campus Combustion**
 - a. The University will develop and procure biogas supplies under the direction of the Energy Services Unit Governing Board (The Governing Board). The Governing Board will establish acceptable pricing for biogas projects and determine how the biogas will be allocated to each location. Locations may also implement local projects to directly transport biogas to the location.

C. Climate Protection

1. Each campus will maintain individual membership with [The Climate Registry](#) (TCR).⁵ Campuses will include their health locations in their membership.
2. Each campus will complete a Greenhouse Gas (GHG) emissions inventory annually. Campuses will include their health locations in their inventories.
3. To comply with TCR and the Second Nature Carbon Commitment requirements,⁶ inventories should contain emissions of the six Kyoto greenhouse gases from scope 1 and 2 emission sources outlined in the TCR General Reporting Protocol; and scope 3 emissions sources outlined by the Second Nature Carbon Commitment's Implementation Guide. All UC campuses will report their updated emissions inventories through the Second Nature Carbon Commitment online reporting tool at least biennially. Campuses must verify all emissions inventories through TCR. Campuses may either pursue verification annually (for the previous year's emissions inventory) or biennially

⁵ The Climate Registry is a nonprofit collaboration among North American states, provinces, territories and Native Sovereign Nations that sets consistent and transparent standards to calculate, verify and publicly report greenhouse gas emissions into a single registry.

⁶ The Second Nature Carbon Commitment requirements are outlined at [Second Nature: The Presidents' Climate Leadership Commitments](#).

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(for the emissions inventories from the previous two years).

4. Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, or participation in the CARB Cap-and-Trade Program will complete the relevant emissions inventories outlined in the USEPA and CARB reporting protocols.
5. Each campus will regularly update its climate action plan for (a) maintaining GHG emissions at or below 1990 levels ; (b) achieving climate neutrality for scope 1 and 2 sources by calendar year 2025 (annual 2025 emissions reported in 2026); (c) achieving climate neutrality for the Second Nature Carbon Commitment-specified scope 3 sources (as defined by Second Nature's Carbon Commitment) for calendar year 2050 (annual 2050 emissions reported in 2051); and, (d) climate action planning will integrate environmental justice, adaptation, and resilience. This will include an annual review and update, if needed, of the GHG reduction strategies reported by the campus to the UC Office of the President (UCOP). Campuses will include their health locations in the action plan.
6. Each campus will complete an assessment of Scope 1 emissions from natural gas combustion by 2035 or at the date when that location's combined heat & power plant (or any other major fossil fuel-using campus infrastructure) is planned for capital renewal or major repair, whichever occurs first. The assessment should determine the best pathway, at that point, to decarbonize 80% of scope 1 emissions through means other than offsets. A de-carbonization assessment should evaluate, but is not limited to, (1) progress toward de-carbonization of piped gas, (2) the feasibility of installing on-site carbon capture, (3) electrification of carbon-emitting plant equipment, (4) hydrogen or synthetic methane injection, (5) emergent technologies, and (6) energy efficiency directed at Scope 1 footprint reductions. The assessment should be provided to campus leadership and inform each campus's Climate Action Plan.
7. The Climate Change Working Group (CCWG), under the UC Sustainability Steering Committee and represented on the President's Global Climate Leadership Council, will monitor progress toward reaching the stated goals for GHG reduction and will evaluate suggestions for strategies and programs to reach these goals.
8. The CCWG will develop protocols for growth adjustment, data normalization, and accurate reporting procedures, as required.
9. The University will use only high-quality carbon offsets to meet its climate protection goals beyond its requirements under California's cap-and-trade program. High-quality offsets represent real, additional, quantifiable, durable, and enforceable emissions reduction or carbon removal that have undergone third-party verification.⁷
 - a. For the purposes of this section, offsets are considered:
 - i. Additional if the credited reductions would not have occurred were it not for the offset program or the University's climate protection policy. Additionality can be

⁷ Third-Party Verification will involve an audit of offset project eligibility or claimed reductions or removals against an approved methodology by an independent party.

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- assessed for an individual project or for a project type.
- ii. Durable if there is a very high likelihood that they will remain out of the atmosphere for 40 years on-site or through commitments to replace credits.
- iii. Enforceable if the University is able to reasonably ensure that its quality standards are met.
- b. The University recognizes that not all offset credits available for purchase from projects registered in the major offset registries represent high-quality emissions reductions.
- c. The University will evaluate the quality of each offset project it uses, involving a peer review process overseen by the Carbon Abatement Technical Committee (CATC). The CATC will be made up of at least one representative from each University of California campus, LBNL, Office of the President, and at least one student and one faculty member representative from the University. This review will include evaluating individual projects, or types of projects, against the University's offset quality criteria by appropriate experts. Peer review is in addition to third-party verification.
- d. Credits are considered to be real if the quantity of credits generated and used by a project, or a project type, does not exceed conservative estimates of the actual effect of the project, or the set of projects of the project type, on emissions. When there is uncertainty in emissions reduction/removal estimates, estimates are conservative when they are more likely to under-represent than to over-represent actual emissions reductions/removals achieved. Evaluations will take into account the following factors as detailed in the UC Offset Procurement Guidelines: project additionality, conservativeness of methods used to estimate emission reductions, including the baseline, and effects outside of project boundaries such as through leakage.⁸
- e. The results of these evaluations, including quantitative assessments of credit quality and justifications for the assumptions and determinations made, will be released publicly for all offset projects or project types the University uses to meet its climate targets.
- f. The CATC will develop and maintain additional criteria, guidelines, and procedures for evaluating offset projects against the University's quality and mission criteria in the UC Offset Procurement Guidelines to be published in 2022.
- g. The University recognizes the quality and mission benefits of implementing its own offset projects. UC-initiated offset projects give the University greater knowledge about the project with which it can ensure the projects' additionality and have confidence in the emission reduction estimates. UC-initiated offsets can also support the University's mission by researching, testing, and refining climate mitigation solutions and supporting student education which can have climate mitigation

⁸ An offset project results in leakage when it reduces an activity, in turn causing that activity, and the associated emissions, to shift location to somewhere outside of the offset project boundaries. For example, a project that increases forest carbon by reducing timber harvesting can result in increased harvesting on other forestlands to meet timber demand.

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benefits far beyond the reduction from the credited offset project. The University system and its individual campuses and units will prioritize offset projects with active University involvement.

- h. Decisions affecting offset procurement will be made in the context of the location's climate action plan while following the offset requirements set forth in this Policy.

D. Sustainable Transportation

1. The Sustainable Transportation Working Group, with input from the Climate Change Working Group, will develop normalized data reporting protocols to track progress on the implementation of sustainable transportation programs. Annually, each location will collect and report:
 - a. Fleet efficiency metrics: fleet fuel consumption, total vehicle inventory, and total number and percent of new ZEV fleet acquisitions.
 - b. Commute data: employee and campus-wide mode split, including telecommute and compressed week, average vehicle ridership (AVR), and percent of commuter alternative fuel vehicles, including ZEVs.
 - i. Average vehicle ridership is calculated by dividing all person trip arrivals by private vehicle trips, with adjustments for telecommuting, compressed work weeks, and zero-emission vehicles (based on the South Coast Air Quality Management District's methodology).
 - c. Number and type of alternative fuel infrastructure (e.g., electric vehicle charging stations, natural gas, etc.).
2. Due to the unique characteristics of each campus' fleet management protocols, each location will:
 - a. Develop a Fleet Sustainability Implementation Plan by January 1, 2022, to document the infrastructure and financial needs to implement a low-carbon fleet program and lower campus fleet carbon emissions through 2025.
 - b. Implement practical measures to improve fleet emissions, including, but not limited to, managing vehicle fleet size, eliminating non-essential vehicles, purchasing the cleanest and most efficient vehicles and fuels, and investing in clean bus operations.
 - c. Establish a local process for centralized review and approval of vehicle acquisitions to ensure that those acquisitions comply with this Policy, that non-compliant acquisitions are operationally and financially justified, and that locations take advantage of opportunities to improve fleet utilization and efficiency.
3. Explore partnerships with local agencies, including the Department of Energy's Clean Cities program, on opportunities to improve sustainable transportation access to and around University facilities in addition to developing its own transportation programs.
4. Each location will implement parking management and pricing strategies to support emissions reduction, trip reduction, and sustainable transportation goals, including variable pricing and unbundling parking and housing costs.
5. The University will pursue strategic programs and data collection to offset greenhouse gas emissions related to commutes and business-related campus air travel. The

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Sustainable Transportation and Climate Change Working Groups will set an interim emissions reduction target for transportation-related scope 3 emissions.

6. The Sustainable Transportation Working Group will support central and local Human Resource Offices, and other key stakeholders, in developing systemwide best practices guidance on telecommuting, flexible work schedules, and other alternative work arrangements. Any recommendations should take into consideration issues surrounding costs, savings, challenges, and equity.
7. This Policy will be consulted for all new campus development – including acquisitions and leases – to evaluate how the development or acquisition would meet the transportation policies and goals of the campus and University.
8. The Sustainable Transportation Working Group will regularly update the systemwide best practices guide for implementing this Policy and take steps to implement the best practices identified throughout the UC system. Mechanisms for reducing transportation emissions include, but are not limited to:
 - a. Constructing additional on-campus housing (e.g., student housing and temporary housing for new faculty)
 - b. Expanding transportation demand management (TDM) programs: car share, carpool/rideshare, vanpool, shuttles, transit, bicycle circulation system, pedestrian circulation system, emergency rides home, parking management and pricing, employee service, retail amenities, etc.
 - c. Expanding intra-campus transportation programs such as shuttles, car share, bike share, bicycle, pedestrian infrastructure, etc.
 - d. Encouraging flexible work schedules and/or telecommuting programs to provide alternative commute flexibility and options in accordance with local practices.
 - e. Replacing fleet vehicles with newer, more fuel-efficient vehicles when ZEV are not available
 - f. Rightsizing fleets (determining the appropriate fleet size, revising business practices to reduce the need for travel)
 - g. Reducing overall fleet miles traveled
 - h. Increasing use of fuels with lower GHG emissions
 - i. Installation of telematics and GPS to measure and help reduce fuel consumption by monitoring and reducing excessive idling and speeding.

E. Sustainable Building and Laboratory Operations for Campuses

1. The University will incorporate the Sustainable Building and Laboratory Operations policy requirements into existing facilities-related training programs, with the aim of promoting and maintaining the goals of the Policy.
2. The University will work closely with the USGBC to address the needs and concerns of campuses in the further development of USGBC programs, including the LEED-O+M rating system and the USGBC's "Application Guide for Multiple Buildings and On-Campus Buildings."

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3. Campuses will use the LEED-O+M certification process to advance the University's educational and research mission by using the buildings as living, learning laboratories.
4. Campuses will assess at least three new research groups through their Green Lab Assessment Program.
5. Campuses will maintain a UC Green Laboratories Action Plan to determine strengths and areas for improvement within the operations of research laboratories with respect to sustainability and carbon neutrality. A standard template for this with required sections will be maintained and updated by the Sustainable Building and Laboratory Operations Working Group, and this plan will be updated every four years (2018, 2022, 2026 and so on).
6. Each campus will report annually on their Green Labs program progress, including the number of researchers directly and indirectly engaged by the program each year.

F. Zero Waste

1. The University will voluntarily comply with Chapter 18.5, the "State Agency Integrated Waste Management Plan," in California Public Resources Code Section 40196.3.
2. Waste reduction and recycling will be prioritized in seeking LEED credits for LEED-BD+C, LEED-ID+C, and LEED-O+M projects.
3. By the end of 2018, locations other than health locations will submit new waste management plans, including planned waste reduction strategies. Plans will include campus and regional waste management practices and options, evaluate progress towards Policy goals, and determine the associated costs of achieving Policy goals. Waste management plans will be updated and submitted to the Office of the President's Associate Vice President of Capital Programs, Energy and Sustainability every five years.
 - a. The 2023 updates to locations' waste management plans will identify the next steps to take (including costs, responsible parties, etc.) towards eliminating non-essential single-use plastics by 2030 and assess other opportunities for eliminating other single-use products. The findings of these assessments will be used to recommend changes and additions to section III.F.4. of this Policy no later than July 1, 2024.
4. In line with the objective to minimize the use of single-use products (Section III.F.4), all locations will,
 - a. Create a local implementation procedure that includes the delineation of an exception/exemption protocol (i.e., identifying campus authority, implementation authority, etc.) for cases where reasonable alternatives to plastic do not exist. Key stakeholders could include sustainability, dining, athletics, event services, and other departments that operate foodservice facilities. Local procedures may consider allowing plastic water bottles for emergency services, emergency water storage, and at events where alternatives are not practically available.
 - b. Work to identify and reduce single-use plastics that are not identified in section III.F.4.
 - c. Recognize that accessibility for and inclusion of the disability community is a priority and integrate best practices into their local implementation procedures to ensure this

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Policy and its implementation do not create barriers to access or an unwelcoming environment. This includes providing reasonable alternatives to single-use plastic products. If reasonable alternatives are not available, a small stock of single-use plastics (including, but not limited to, plastic straws) should be maintained and made readily available for individuals who need them either at the point of service/cashier; or upon request at dine-in facilities.

5. Exceptions will be considered for entities that represent less than 1% of the overall campus solid waste tonnage.
6. Reduction, reuse, recycling and composting are the primary methods to be counted toward the municipal solid waste diversion from landfill goals. The goal is to strive for the highest form of resource recovery methods and the best use of the materials. The hierarchy for resource recovery is as follows:
 - a. Source reduction: The reduction of waste is the highest form of resource recovery as it eliminates the products from being manufactured or transported in the first place.
 - b. Reuse: Reuse materials in their original form (e.g., use lumber for lumber, mugs instead of single-use cups, reuse course readers in subsequent classes. These methods maintain the embodied energy in each material.)
 - c. Composting and recycling: Composting is the recycling of organics such as animal waste, bedding, green waste, and food waste into compost and mulch. Recycling refers to the conversion of waste into basic materials so they can be made back into new products.
 - d. The methods of reusing and recycling waste vary and will evolve over time as technologies improve. The Zero Waste Working Group – comprising waste and recycling professionals from each location – will continue to evaluate recycling methods and recommend their appropriateness for counting toward diversion goals.
7. Waste Reduction: For the purposes of measuring waste reduction, reporting will be in waste generated per capita per day. Waste generated includes municipal solid waste that goes to landfills and all waste that is diverted through recycling, organics or conversion technologies. Not included in waste reduction calculations are:
 - a. Waste generated as part of major construction and demolition projects;
 - b. Organic waste generated due to landscape management;
 - c. Agricultural and animal-related waste.
8. Per capita metrics will be understood in the context of business operations and activities:
 - a. Campuses will use Weighted Campus User
 - b. LBNL will use Full-Time Equivalent

Other locations should use the per capita metric that best supports their business operations.
9. Locations other than health locations will strive to achieve 90% diversion of municipal solid waste as soon as feasible through steps that include but are not limited to

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partnering with local waste haulers to maximize diversion opportunities available and actively engaging with their local campus users to improve source separation. These locations will outline their strategy for maximizing diversion in their waste management plans and updates. Every year, locations will report to UCOP on their progress and next steps towards meeting this target and identify common barriers and opportunities.

10. The Zero Waste Working Group will coordinate the development of a systemwide best practices guide to outlining methods for quantifying waste generation and diversion at University locations. This guide will include recommendations on boundaries, calculation methodologies, contamination rates, tools, best practices for waste reduction and diversion, etc.
11. Where significant data methodology errors are found in benchmark years, an appropriate alternative methodology will be determined by agreement with UCOP and the Zero Waste Working Group.
12. Reporting of solid waste and recycling data will follow ULs Environmental Claim Validation Procedure for Zero Waste to Landfill (UL2799: 2017-03-22: 3rd Edition) and should be applied in principle to future standards/ editions. Where there are discrepancies between UC policy definitions and goals and UL2799 and subsequent editions, the Policy language will apply.
13. Campuses will be able to meet up to 10% of their diversion targets through combustion until the end of FY2021/22, after which the UC will no longer accept combustion as a form of diversion. No campus will increase the percentage of combustion reported as diversion from reported FY2015/16 levels. Up to 10% of total waste generated per campus may be disposed of through allowable thermal residual conversion after FY2021/22. To count, (non-combustion) waste converted through thermal processes must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. The total value of converted materials counted as diversion from landfill is not to exceed 10%.
 - a. Consistent with CalRecycle and the Southern California Conversion Technology Project, Allowable Thermal Residual Conversion includes: thermal, chemical, mechanical, and/or biological processes capable of converting post-recycled residual solid waste into useful products and chemicals, green fuels like ethanol and biodiesel, and clean, renewable energy. It does not include combustion. Examples include the transformation of post-recycled residual materials into usable heat or electricity through gasification, pyrolysis, distillation, or biological conversion other than composting. To count as allowable residual conversion, the process must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. Materials that are otherwise landfilled or incinerated, including biomass conversion operations that exclusively incinerate organic materials, landfill-gas-to-energy (LFGTE) facilities, and other facilities that do not employ integrated materials recovery or equivalent sorting and recovery systems may not be considered as converted residual waste.

G. Sustainable Procurement

1. This section V.G. will be applied within the constraints of research needs and budgetary requirements and in compliance with applicable rules, regulations and laws.

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2. The University will work to remove harmful chemicals from products brought onto campus by increasing the purchase of products and materials that disclose known hazards (e.g., in compliance with the requirements of LEED BD+C [v4 “Building product disclosure and optimization - material ingredients”](#) - or updated equivalent) and choosing products with reduced concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.
3. The University will require suppliers to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punch out catalog e-procurement environments.
 - a. Commodity/Contract Managers will work with all contracted suppliers to ensure that contract items that meet the UC criteria for Green and Economically and Socially Responsible (EaSR) Spend as outlined in the Guidelines will be prioritized in all product searches.
 - b. Unless locations request otherwise, products that do not meet the University’s minimum criteria requirements will be blocked in all hosted catalogs and punch out catalogs upon contract award.
4. The University will require all strategically sourced suppliers to report annually on their sustainable business operations and quarterly on the University’s sustainable purchasing activity. Quarterly spend reports will be collected by the appropriate University of California Procurement Services department. Quarterly spend reports must be filterable, include all products and services purchased, use an Excel-compatible software, include information on a single sheet, and include the following fields:
 - Campus
 - Department and/or delivery location
 - SKU and/or manufacturer number
 - Item description
 - 8-digit UNSPSC code
 - Product category/Title of UNSPSC code
 - Quantity
 - Unit of measure
 - Price
 - Third-party sustainability attribute or certification as recognized in the Guidelines
5. Locations, not including health locations or the Lawrence Berkeley National Lab, will report annually to the UC Office of the President (UCOP) their percent Preferred Level Green Spend and EaSR Spend for product and service categories defined in the Guidelines. For the first two years of reporting, reports on Preferred Level Green Spend will include, at minimum, a location’s share of products purchased from systemwide strategically sourced suppliers, with reports to be provided by the suppliers to UCOP and locations. EaSR Spend reporting will be compiled at the campus level, with the

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support of UCOP. Reports will be reviewed by each location for accuracy and signed by the location's Chief Procurement Officer, with reporting due 60 days after fiscal close. Reporting procedures will be reviewed after two years of reporting under this Policy.

6. The University Standards for all packaging materials will be outlined in all solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet the UC Standards.
 - a. Additional consideration in bid evaluations will be given to suppliers who meet more than one criteria listed in 8 (a) - (e) for packaging, and with preference given to bids meeting 8 (b).
7. In accordance with section III.F.3., the University has disallowed the use of packaging foam after 2020. For implementation procedures, reference the University of California [Sustainable Procurement Guidelines](#).
8. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g., totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#);
 - e. Uses locally recyclable or certified compostable material.
9. Suppliers, when interacting with the University, will be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in an electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.
10. All recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN). In cases where the University has established take-back programs with a manufacturer, the University will encourage the manufacturer to become a BAN-certified e-Steward Enterprise (e-Stewards for Enterprises).
11. The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement section of this Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract; the AVP, UC Health Procurement for a UC Health Systemwide contract; and otherwise by the Procurement/Supply Chain Director of the campus, medical center, or Laboratory.

H. Sustainable Foodservices

1. Campus and health location foodservice operations subject to this Policy will include

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self-operated and contract-operated foodservices, as well as foodservices in leased locations.

2. Sustainable food is defined as food and beverage purchases that meet AASHE STARS' "sustainably and ethically produced" food for campuses and Practice Greenhealth's "sustainable food" for health locations, as outlined below:
 - a. [AASHE STARS 2.2 Sustainably and Ethically Produced](#) for campuses;
 - b. [Practice Greenhealth Healthier Food Purchasing Standards](#) for health locations.
3. Plant-based foods as defined by the Culinary Institute of America's Menus of Change program includes fruits and vegetables (produce); whole grains; beans; other legumes (pulses), and soy foods; nuts and seeds; plant oils; herbs and spices; simple combinations of these foods and their derivatives, and vegetarian/ vegan alternatives to meat and dairy.
 - a. AASHE STARS provides additional [guidance on processed food items](#).
 - b. Animal products (i.e., meat, poultry, fish, seafood, eggs, and dairy) and their derivatives, drinking water, and most ultra-processed foods do NOT qualify as plant-based foods. Examples of ultra-processed foods include sweet or savory packaged snacks; chocolate and candies (confectionary); mass-produced packaged breads and buns; cookies (biscuits), pastries, cakes, and cake mixes; instant sauces; many ready to heat products, including pre-prepared pies and pasta and pizza dishes; powdered and packaged 'instant' soups, noodles and desserts; carbonated drinks; 'energy' drinks; 'fruit' drinks; and distilled alcoholic beverages such as whiskey, gin, rum, and vodka.
4. All foodservice operations should track and report annually the percentage of total annual food budget spent on sustainable food and plant-based products.
5. Each campus and health location procurement department will integrate sustainability into competitive solicitations. Procurement departments will allocate a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Additional guidelines for procurement are listed in III G and the [UC Sustainable Procurement Guidelines](#).
6. The University prioritizes waste reduction in the following order: Reduce, reuse, and then recycle and compost. Campuses, health locations, and leased foodservice operations are encouraged to utilize compostable foodservice containers and packages that have recycled and/or sustainably harvested content wherever possible. Guidelines for compostable foodware are listed in the [UC Sustainable Procurement Guidelines](#).
7. Each campus and health location is encouraged to maintain accessibility and affordability for all students, staff, and patrons. Campuses are encouraged to explore food recovery programs that can support campus basic needs programs.

I. Sustainable Water Systems

1. Reporting Methods
 - a. Explicitly identify the geographic and operational areas comprising the scope of location water usage (e.g., the campus as defined by its Long Range Development

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Plan boundary, excluding third-party operated facilities).

- b. Locations with health locations may choose to report health locations data and progress toward the target separately from the main campus.
- c. All locations will report water usage in a tabular format using the following methods:
 - i. Measure per capita water consumption by Weighted Campus User (WCU) for main campuses and Adjusted Patient Day (APD) for health locations. If necessary, WCU and APD may be combined using the following calculation:

$$[(APD/360) * 1.5] + WCU;$$
 - ii. Potable water usage for a baseline period that is three consecutive fiscal years, including FY 2005/06, 2006/07, and FY 2007/08:
 - Total location potable water usage, in gallons, for each of the three years comprising the baseline period,
 - WCU, or APD, for each of the three years comprising the baseline period,
 - Baseline Potable Water Usage: calculate the baseline metric as follows: Step 1: Divide each year's total water use in gallons by that years' WCU or APD population. Step 2: Average the three gallons/population calculations to derive the Baseline Potable Water Usage for the location,
 - Multiply the Baseline Potable Water Usage figure by 0.64 to derive the location's 2025 Potable Water Usage Target, and
 - Unless impracticable, provide average gallons of potable water usage per baseline year per gross square foot of location built space for which potable water consumption is being reported
 - iii. Potable water usage for the most recent fiscal year.
 - If using only the most recent fiscal year, and not an average, list in the table the following:
 - Total location potable water usage, in gallons, for the most recent fiscal year,
 - WCU or APD for the most recent fiscal year,
 - Divide the gallons by the WCU or APD to derive the Current Potable Water Usage, and
 - If feasible, provide average gallons of potable water usage per gross square feet for either the three most current fiscal years, if that is the method adopted, or for the single most current fiscal year, using the methodology described above.
 - iv. If data is available, total location non-potable water usage, in gallons, for the most recent fiscal year.
 - v. If data is available, report or estimate water usage in the following use categories at a minimum: buildings, landscape, and central plant including cooling towers, identifying the quantities of potable and non-potable used for these purposes.

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2. Reporting Schedule

- a. Each location prepared a Water Action Plan as specified below and submitted it to the Office of the President by December 2013.
- b. Beginning the following year, each location will provide an annual progress report on implementing its Water Action Plan to include progress on its water usage reduction.

3. Water Action Plans

- a. Each Water Action Plan will include:
 - i. Water usage and reduction strategies addressing major categories of usage such as irrigation and landscaping, potable water, non-potable water, industrial water, sterilized water, reclaimed water, wastewater, and any other water systems;
 - ii. Stormwater management, including stormwater capture and reuse (or reference to the campus' separate stormwater management plan, if one exists);
 - iii. Suggestions for implementation of innovative water-efficient technologies as part of capital projects and renovations (e.g., installation of WaterSense certified fixtures and appliances, greywater reuse, rainwater harvesting, and watershed restoration); and
 - iv. Education and outreach on water conservation.
- b. Each Water Action Plan, and the water conservation and water efficiency strategies they contain, will also take into account relevant regional conditions and regulatory requirements, will recognize historical progress, and will acknowledge current location best practices implemented.

J. Sustainability at UC Health

1. The UC Health Sustainability Working Group, with input from relevant working groups for each subject area, will develop normalized data reporting protocols to track the implementation of sustainability programs at health locations. Annually, the UC Health Sustainability Working Group will report to the University of California Health Center Chief Operating Officer Group and the University of California Sustainability Steering Committee.
2. Health locations will participate in Practice Greenhealth's reporting program and report at a minimum metrics for energy, carbon, water, and waste. To meet the reporting requirements, reporting to Practice Greenhealth will reflect UC Health location boundaries and will use either adjusted patient encounters or adjusted patient days as appropriate to reflect non-licensed patient encounters. Reporting to Practice Greenhealth will be based on the most recently completed fiscal year.
3. Health locations may discretionarily submit additional facility-specific applications to Practice Greenhealth for award consideration in addition to a total site/campus application. The stated goal of achieving Practice Greenhealth Partner for Change Awards may be at the campus or facility level.

K. General Sustainability Performance Assessment

1. The rating must be for a current certified STARS report and under the current STARS

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point allocations.

L. Health and Well-Being

1. The Healthy Campus Network will build a systemwide working group that will work closely with campuses, health locations and community stakeholders to build out and coordinate implementation of this section of the Policy.

VI. RELATED INFORMATION

[AASHE STARS 2.2 Sustainably and Ethically Produced \(Food and Beverage Purchasing\)](#)

[AASHE STARS guidance on processed food items](#)

[BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management](#)

[BFB-BUS-38: Disposition of Excess Property and Transfer of University-Owned Property](#)

[California Air Resources Board LCFS Pathway Certified Carbon Intensities](#)

[California Building Code, Title 24](#)

[California Energy Commission's Renewables Portfolio Standard Guidebook](#)

[e-Stewards for Enterprise](#)

[Facilities Inventory Guide](#)

[Federal Trade Commission's \(FTC\) Green Guides](#)

[Practice Greenhealth Healthier Food Purchasing Standards for health locations](#)

[Public Contract Code: Materials, Goods, and Services, Section 10507.8](#)

[Public Contract Code: Construction](#)

[State Administrative Manual](#)

[The Climate Registry](#)

[Trademark Licensing Code of Conduct](#)

[UC Annual Report on Sustainable Practices](#)

[UC Flexible Work Arrangements and Telecommuting Website](#)

[UC Sustainability Website](#)

[UC Sustainable Procurement Guidelines](#)

[UC Sustainable Procurement Website](#)

[UC 2016 Whole-Building Quantitative Energy Performance Targets \(2020 update\)UL 2799](#)

[Environmental Claim Validation Procedure for Zero Waste to Landfill](#)

[U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#)

VII. FREQUENTLY ASKED QUESTIONS

Not applicable.

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VIII. REVISION HISTORY

March 10, 2022: Policy revised to update the following sections with new goals, procedures, and clarifications: Green Building Design, Climate Protection, Sustainable Transportation, Sustainable Water Systems, and Sustainability at UC Health. Added a Health and Well-Being Policy section. Made minor clarifications to water and procurement sections.

Updated the Green Building Design section to reference an updated list of whole building performance targets that include 100% Lab Space and include reporting on the energy efficiency policy requirement for new buildings.

Included new provisions establishing criteria for the purchase of carbon offsets to the Climate Protection sections, added a reference to climate justice in campus's Climate Action Plans, and clarified that GHG reductions should be maintained after the 2020 target date.

Replaced the fleet targets in the Sustainable Transportation section with ones that better reflect State policy and technological advances. Incorporated telecommuting into the Sustainable Transportation goals.

Updated the Sustainable Water Systems section to make it easier to read and removed expired dates and details that are already regulatory requirements.

Revised the water and waste goals for health locations so that the same targets are now applicable to each health location.

July 2020: Policy revised to update the following sections with new goals, procedures, and clarifications: clean energy, climate protection, sustainable building and laboratory operations for campuses, sustainable foodservice, zero waste, and UC Health. Policy expanded to add a section for general sustainability performance assessment. The following provides more details on the updates:

Added a new provision to the Climate Protection section to require that campuses formally assess options for reducing emissions from combined heat and power plants before capital renewal or major repairs.

Updated the Zero Waste section to integrate the waste diversion and minimization targets into a new zero waste goal and add a new Policy provision to begin phasing out single-use plastic bags and foodware items.

Replaced the 2020 goal in the Sustainable Food Services section, which has already been met, with a new 2030 goal that aligns with the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking, Assessment and Rating System (STARS) and Practice Greenhealth's requirements.

Added a General Sustainability Performance Assessment section that codifies participation by all undergraduate campuses in the AASHE STARS rating system and achieving a gold rating by 2023.

Updated the UC Health Policy Section to include new waste and water targets for UCI Health and to reference existing green building and sustainable food requirements.

Made other small formatting and wording changes to improve the clarity and readability of the Policy and to clarify which Policy sections apply to the Lawrence Berkeley National Laboratory.

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January 2019: Policy revised to clarify the following sections: climate protection, zero waste, and sustainable procurement.

August 2018: Policy expanded to include UC Health. Changed the name of the Environmental Preferable Purchasing section to Sustainable Procurement. Policy revised to update the following sections with new goals and clarifying language: definitions, green building design, clean energy, zero waste, and sustainable procurement.

June 2017: Policy remediated for accessibility according to Web Content Accessibility Guidelines (WCAG) 2.0

Policy revised to reflect the University Carbon Neutrality Initiative, adding definitions of green lab assessment programs, “research group” as defined by the Laboratory Hazard Assessment Tool (LHAT), and the inclusion of the UC Green Laboratories Action Plan. Changes were also made to the sections for Sustainable Building Operations for Campuses.

June 2016: Policy revised to update the following sections with new goals and clarifying language: definitions, green building design, sustainable transportation, and sustainable water systems.

June 2015: Policy revised to update the following sections: sustainable building operations, sustainable foodservices practices, green building design, and clean energy.

July 2011: Policy revised to update the following sections: green building design, climate protection practices, sustainable operations, environmentally preferable purchasing, and sustainable foodservice practices.

September 2009: Policy expanded to include sustainable foodservice

March 2007: Policy expanded to include sustainable operations, waste reduction, and environmentally preferable purchasing; renovations guidelines added to green building section, climate protection section refined

January 2006: Policy expanded to include transportation and climate protection

June 2004: President formally issued the “Presidential Policy on Green Building Design and Clean Energy Standards.” This Policy was subsequently renamed the Policy on Sustainable Practices

July 2003: The Regents approved sustainability policy principles ([UCOP Sustainability](#))



Supplier Guide

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GETTING STARTED WITH CALIFORNIA HIGHER EDUCATION

The University of California welcomes suppliers interested in doing business with us and strives to provide efficient and equitable sourcing opportunities.

CalUsource Collaborative Procurement

To participate in bidding and supplier activities with the University of California, potential suppliers must register in CalUsource – the collaborative web-based eProcurement platform used by the University of California.

Whether you are already a supplier for the University of California or are exploring working with us for the first time, CalUsource will help make your experience in bidding and contracting with us more streamlined.

Accessing and Using CalUsource

The [CalUsource website](#) and this guide have all the information and resources you need to use CalUsource effectively, including the [CalUsource Public Bid Site](#).

To participate in University of California bidding events and to access contract documents, you must first register in CalUsource.

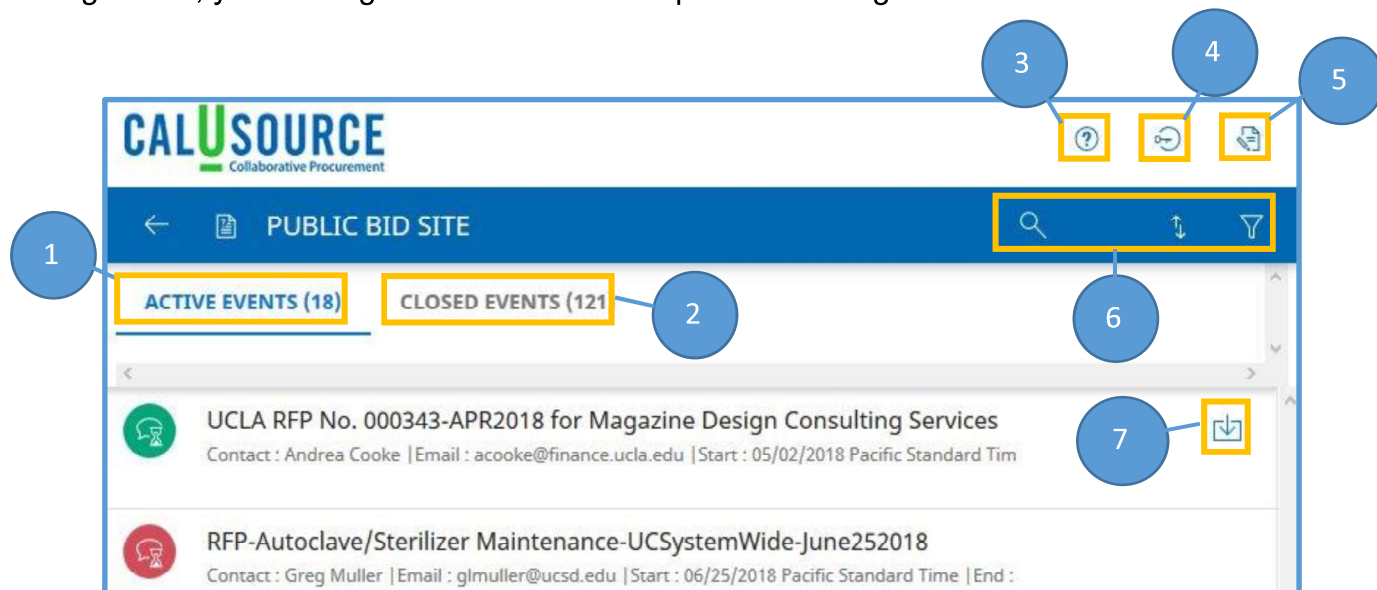
This guide leads you step-by-step through:

- Navigating, searching for bids, and selecting a bidding event on the Public Bid Site
- Registering as a CalUsource supplier
- Adding additional company contacts
- Updating your company's CalUsource profile
- Updating your user profile
- Navigating CalUsource
- Submitting a bid
- Posting and participating in the event's bidding discussion forum
- Withdrawing and resubmitting a bid
- Reviewing, editing and signing your UC contract
- Getting help

USING THE PUBLIC BID SITE

The [CalUsource Public Bid Site](#) is where you can browse public bid opportunities for all University of California campuses. You can also access the Public Bid Site from the [CalUsource website](#).

The Public Bid Site lists all active and closed public sourcing events. On this site, you can also register in CalUsource so you can participate in bidding events. Once registered, you can login to the CalUsource platform through the Public Bid Site.



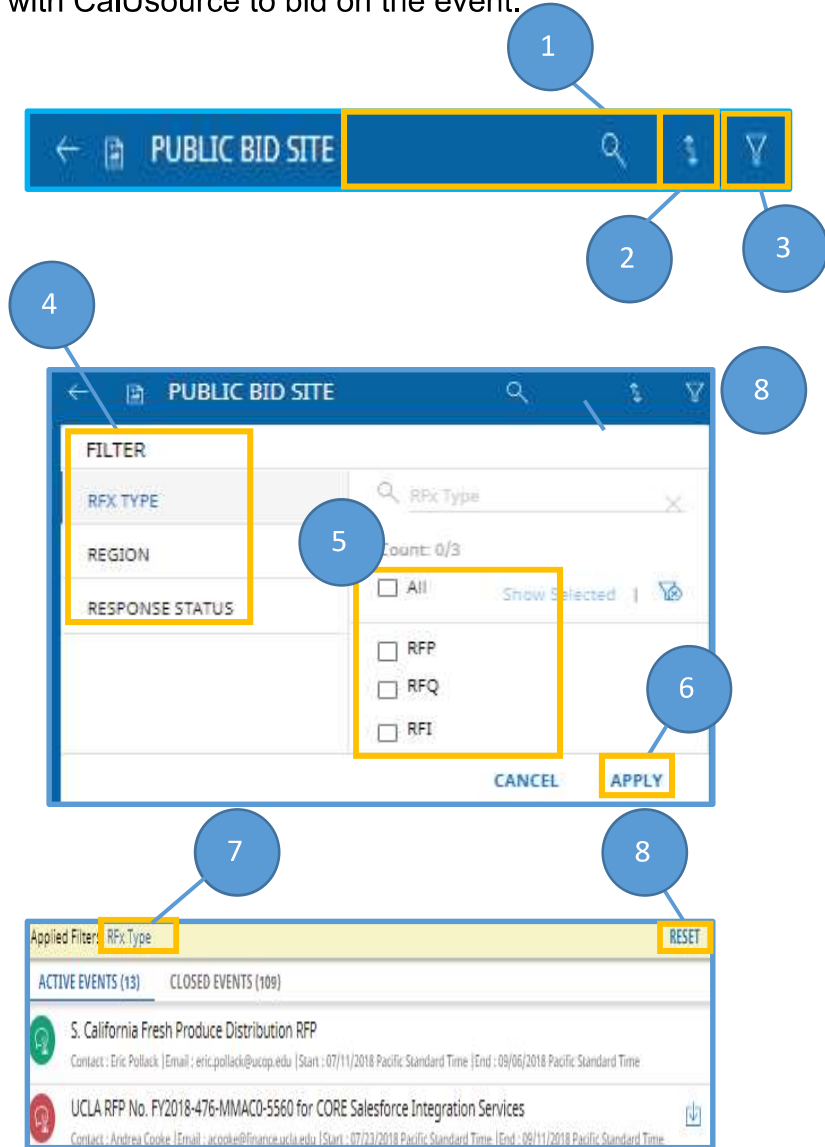
1. **Active Events** Displays all active CalUsource events available for bidding.
2. **Closed Events** Displays all CalUsource events that have been awarded or closed.
3. **Help icon** Opens CalUsource support contact information.
4. **Login icon** Opens the CalUsource login screen.
5. **Register icon** Opens the CalUsource Primary Registration Form so you can register your company in CalUsource.
6. **Search, Sort and Functions** Helps to locate an event. (See next page for more details.)
7. **Download Event Summary icon** (If available) Downloads the Event Summary, which provides background, instruction and other details.

CalUsource Supplier Guide

Searching for Bid Opportunities

Follow these instructions to explore bidding opportunities for your company on the [CalUsource Public Bid Site](#). **Note:** Once you have identified a bidding opportunity, you must register your company with CalUsource to bid on the event.

1. Enter **search terms** for the product or services you wish to provide.
2. Click the **Sort icon** to sort events by 'Response Start Date' and 'Response End Date' in either ascending (starts with earliest date) or descending (starts with latest date) order.
3. Click the **Filter icon** to display a set of events.
4. Select the filter type on the left.
5. Select additional filtering option on the right. (Options vary based on the filter type selected in Step 5.)
6. Click **Apply**.
7. The filtered results display. **Applied Filters** in the yellow bar on the top of the screen tells you which filters have been applied to the search results.
8. Click **Reset** to remove the applied filters.



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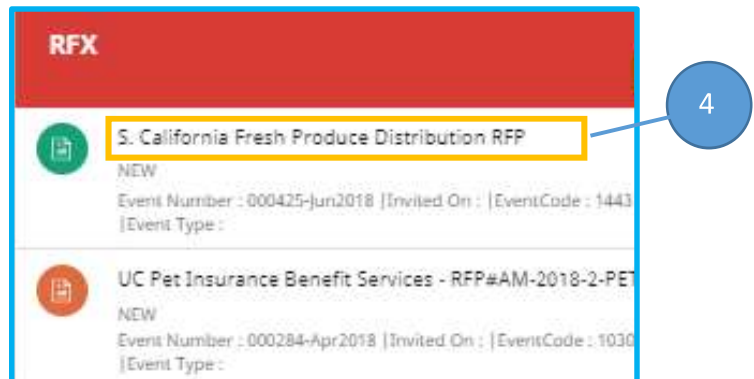
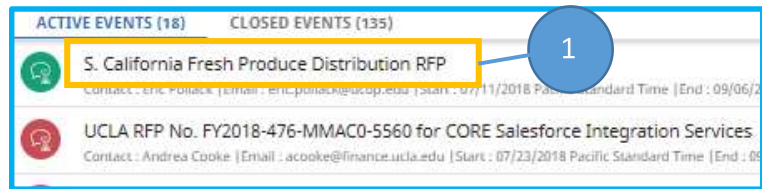
Selecting an Event to Bid On

Once you have identified an event, you can bid on it if you are registered with CalUsource. (See registration instructions on page 8 of this Guide.) Follow the instructions below to select an event on the CalUsource Public Bid Site and display it in CalUsource.

1. Copy the RFX event name shown in the **Active Event** listings.
2. Click the **Login icon** and log into CalUsource with your login credentials.
3. Paste the name of the RFX into the Main Menu **search field** and press Enter.
4. Click on the event in the **RFX Card***.
5. The RFX event you selected will display.

***Note:** If you are already registered with CalUsource, you can search from **Projects** in the **Manage** section to access bidding events as well.

(See pages 12 through 22 for instructions on 'Participating in an RFX.')



REGISTERING WITH CALUSOURCE

Registering in CalUsource offers you the opportunity to participate in sourcing events within the University of California systems. These events may be system-wide, multi-campus or campus-specific. Registration is available through the registration icon on the [CalUsource Public Bid Site](#).


All you need to register is: (Note: Fields marked with a red asterisk* in registration form are required)

Your Company Information		Company Contact Information	Contact Login Credentials
<ul style="list-style-type: none">• Company Name (Legal)• Headquarters (Country)• Street Address• City• Phone #	<ul style="list-style-type: none">• Business Region (Campuses you'd like to work with)• Category of Business (Commodity Classifications)	<ul style="list-style-type: none">• First/Last Name• Email Address• Phone #	<ul style="list-style-type: none">• Username (6 characters min.)• Password (10 characters, w/upper & lowercase, a number & symbol.

CalUsource Registration Process:



There are three different starting points for registration in CalUsource:

Registration Method	Starting Point
Self-registration	From the CalUsource Public Bid Site , click on the Register icon in upper right corner to open and complete the registration form. 
By Bid Invitation	You receive an email invitation to register with a request to bid from an RFx author, or upon your own request to bid on a sourcing event.
By Invitation-not related to bid	You receive an email invitation to register when someone from your company has added you as a new contact in CalUsource.

CalUSource Supplier Guide

Registration Steps

No matter how you start the registration process, the icon or link will open the Primary Registration Form. This form is simple and asks for the following basic information.

1. Complete the **Account Credentials** section with your login information.
2. Complete the basic **Company Information** section.
3. For **Business Regions**, click the **Region icon**, then click the **Plus icon**. Select campuses your company hopes to do business with. Click **Done**.
4. For **Category**, click the **Add Category icon**. Check all categories for which your company is able to provide materials and/or services.
5. Complete the **Contact Information** for the primary person responsible for responding to RFxs.
6. For **Contact's Business Region**, select the campuses the contact hopes to do business with.
7. For **Contact's Category**, check all applicable categories of materials and/or service.
8. Review the **Terms & Conditions** and **Privacy Policy**. Mark the **checkbox**.
9. **Submit** the Registration form.

Account Credentials

1

Username *

User Email *

Password *

Confirm Password *

Password strength: Too short

Legal Company Name *

Doing Business As

Company Website

Headquarter * Select Country ▾

Address Line 1 * Suite, Street, Locality

Address Line 2 Suite, Street, Locality

City *

State/Province

Zip/Postal Code

Company Phone *

Fax

Business Regions * [Region icon]

Category * [Add Category icon]

D-U-N-S Number 9 Digit D-U-N-S

OR

Company Identification Select identification type ▾ Identification Nur +

2

3

4

Contact Information

5

First Name *

Last Name *

Company Email *

Primary Business Phone Number *

Extension

Contact's Business Region * [Region icon]

Contact's Category * [Add Category icon]

Time Zone (UTC+00:00) Dublin, Edinburgh, Lisbon, London ▾

6

7

8

☐ I have read and agree to [GEP Terms & Conditions](#) & [Privacy Policy](#).

9

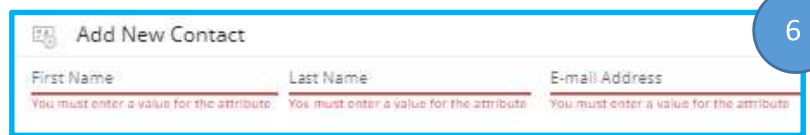
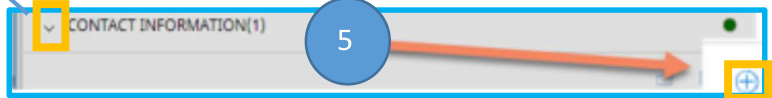
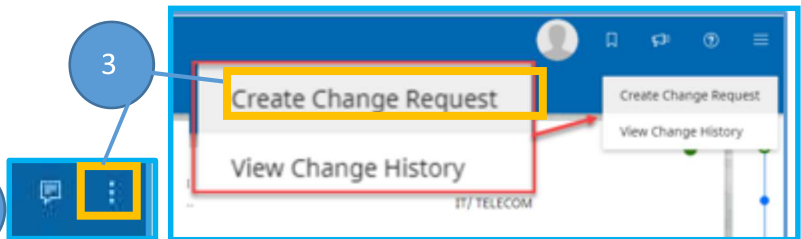
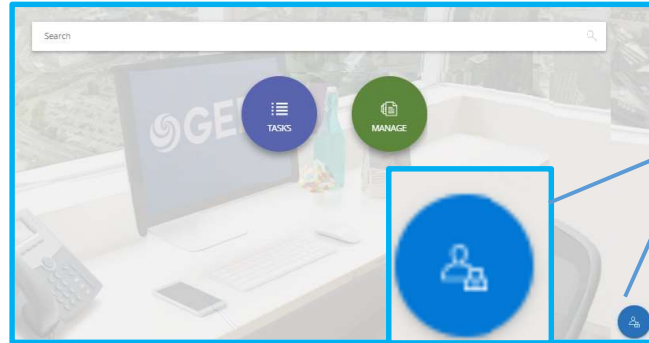
Submit Reset

CalUsource Supplier Guide

Adding Additional Supplier Contacts

Once you are registered with CalUsource, you can add colleagues to your company's Supplier profile so they can also view and participate in bids and contracts.

1. Select the **Supplier Profile icon** in the lower right corner of the Main Menu.
2. Note your company status in the **Basic Details** section. Your status affects which steps to complete.
3. **For Normalized/Approved Status Suppliers Only:** Click the **Actions Menu** in the right and then select **Create Change Request**.
4. Click the arrow to expand the **Contact Information** section that displays halfway down the screen.
5. Select the **Plus icon**.
6. Complete all fields with red text in the **Add New Contact Form**. Scroll down to see the **Global** and **Region** fields (required).
7. Ensure "**Send Invitation**" is checked (**not needed for Normalized/Approved suppliers.**)
8. Click **Save**.
9. **For Normalized/Approved Suppliers:** Click **Submit** (at bottom of the screen). A pending approval message displays. **Important:** Refresh your browser until the message disappears. Your contact will be added and receive an invitation to register in CalUsource.
10. Click **Save**.



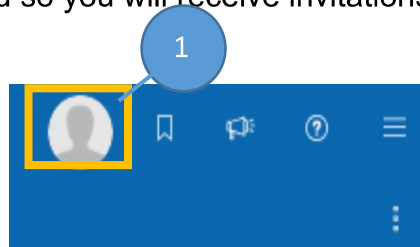
CalUsource Supplier Guide

Updating Supplier Profile General Settings

CalUsource uses the information provided in registration to create your supplier profile.

It's important to keep your profile updated so you will receive invitations to participate in CalUsource bidding events.

1. Login to [CalUsource](#) and click the **Supplier Profile icon** in the upper right of the screen.



2. Edit the information in the **Account Settings** as needed.
3. Edit **Regional Settings** sections, as needed.
4. Enable your electronic signature in the **Electronic Signature Settings** section.

- Click the check box to enable your **Electronic Signature**.
- Check the box to identify if the signature is applicable for **Contract** and/or **Procurement**.
- You have the option of either creating a signature on this screen or uploading a signature file.
- Click **Set Signature Password** to enter your password for the first time or change your password.

5. Click **Save** when you are finished updating your profile.

PARTICIPATING IN AN RFX

CalUsource uses the term **RFX** to describe an online sourcing event. An RFX might be a Request for Information (RFI), a Request for Quote (RFQ), a Request for Proposal (RFP), or an Auction. The University of California institutions use CalUsource to create an RFX and invite suppliers to submit a bid.

Overview of the RFX process

The following diagram shows the major phases in the RFX process once a bid is closed. An RFX document’s Timeline section (described on Page 17) provides a graphic representation of the time periods of each phase of the RFX.



Response	During the Response phase, invited suppliers can prepare and submit a bid for the RFX. During this phase, suppliers can revise their bids in response to information posted in the Discussion Forum or as desired to improve their chances of being selected. The RFX includes a bid clock that displays how much time is left to submit a bid the event. As long as the RFX is in the Response phase, you can withdraw and resubmit your bid.
Evaluation	The RFX’s commodity manager can also include an Evaluation period after the Response phase to analyze bids. During this period, a team of evaluators will follow a structured practice to assess each supplier’s responses. During this time, the commodity manager may reach out to suppliers for additional information on their bids. The buyer might negotiate with suppliers and make agreed-upon adjustments to their bids before the event moves into the Pending Selection phase.
Selection	After the Evaluation period closes, the RFX moves to the Selection phase. During this time, the commodity manager reviews bids and scores to make the final determination of which supplier(s) will be awarded a contract.
Award	During the Award phase, the supplier selection is formalized and documented. At this point, negotiation and contract creation begins.

The rest of this section describes the steps included in each phase of the RFX process.

CalUsource Supplier Guide

Supplier RFx Bidding Tasks in CalUsource

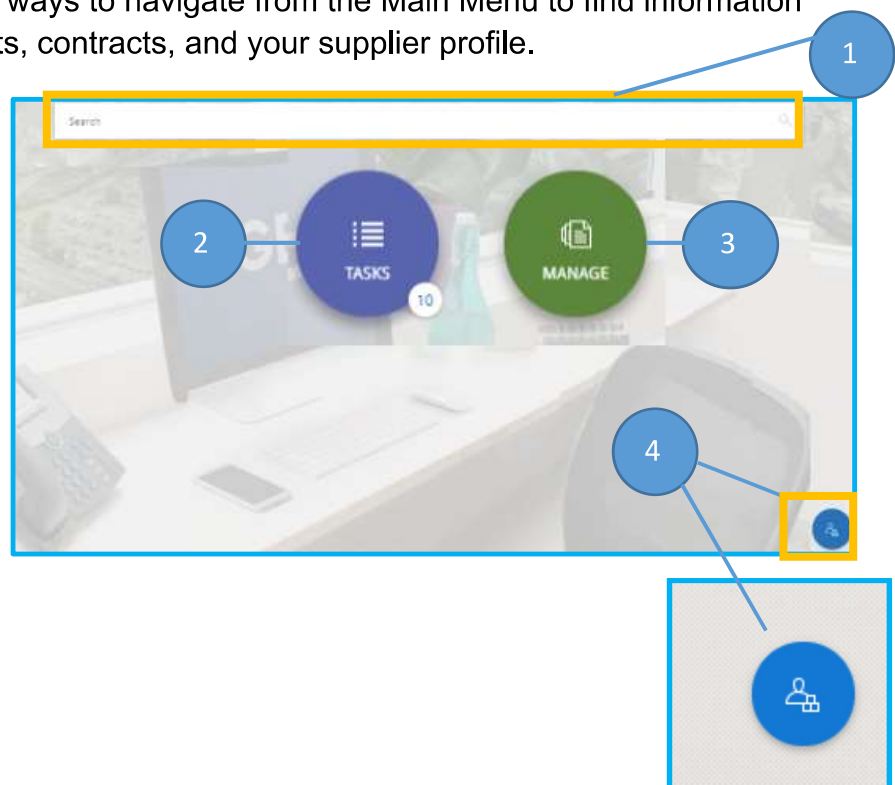
CalUsource expedites the process of bidding on RFx events from accepting bid guidelines, reviewing timelines, answering questions and providing price sheets.

Review this entire section to understand all aspects of responding to a CalUsource RFx event or go directly to the page for instructions with a specific CalUsource bidding task you need to perform.

Navigating from the Main Menu

The CalUsource Main Menu is the starting point for accessing all CalUsource pages and features. There are four ways to navigate from the Main Menu to find information related to your bidding events, contracts, and your supplier profile.

1. Enter specific terms to search for an RFx or Contract name in the main **Search bar** and press enter to see a list that matches your search terms.
2. Click **Tasks** to see items awaiting action from you.
3. Click **Manage** to see all existing CalUsource RFx events available for viewing.
4. Click **Supplier Profile** to review and update your company's profile and contact information.

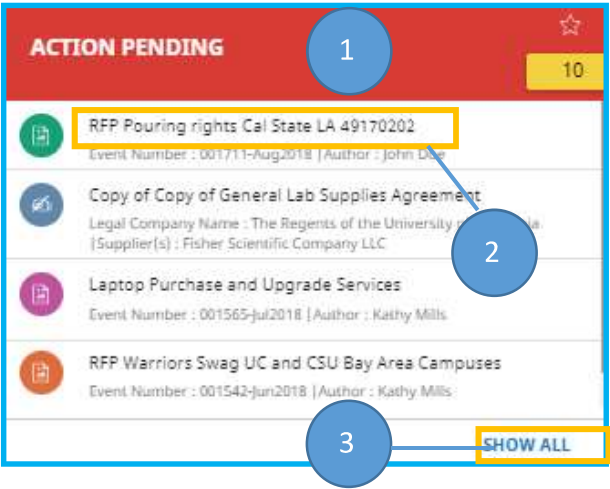


Utilizing the Task and Manage Menus

Task Menu/Action Pending Card

When you click the Task Menu, the Action Pending card displays documents associated with you. The most recently modified documents will display at the top.

- 1. In most cases, the only card that will appear in the Task Menu is **Action Pending**. This card will list all items that require action from you.
- 2. Click the document's name to open it.
- 3. Click **Show All** to display all your Action Pending records.

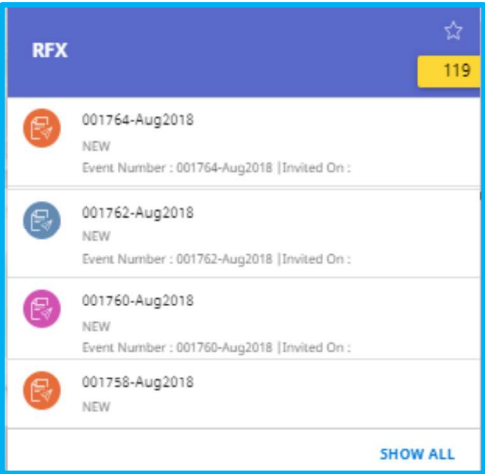
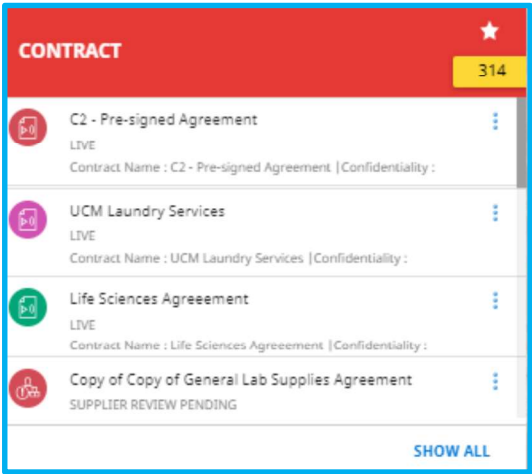


Manage Menu

The Manage Menu lists all documents that you have access to, both those that are currently in progress and those that have been completed.

Contract Card: Lists contracts that you have been awarded.

RFx Card: Lists sourcing events you have responded to, or are in the process of responding to.



Top Blue Bar Features

The top blue bar has numerous icons to access and navigate CalUsource features.



Left Side Navigation Aids

Back button: Redisplays the previous screen.



Home: Returns you to the Main Menu from any CalUsource screen.



Page Title: The name and status of the displayed page.



Right Side Navigation Aids

Profile: Defines your account credentials, including password and electronic signature setup.



Bookmarks: Allows you to add bookmarks and select existing ones for quick access.




Announcements: Provides the latest CalUsource published announcements.



Support: Used to access the Help Center. For help with CalUsource issues contact support@gep.com.



Navigation: Used to display the Log Out button  and to provide quick access to CalUsource modules.



The following pages provide instructions on how to review and respond to a bid CalUsource.

CalUSource Supplier Guide

Event Details Section

As the first section of the RFx, the Basic Details section acts as a cover sheet, providing an overview of the event. Key fields are highlighted below:

- **Event Name**
- **Event Description** – basic details of the event.
- **Event Type** – RFP, RFI, RFQ.
- **Event Overview**
- **Category** – The type of supplies/services addressed in the RFx.
- **Region** – Campus(es) covered by the RFx.

Accepting Event Guidelines

You must read and accept all guidelines listed on the top of the page before you can participate in the RFx event. Guidelines are prerequisites to participate and view an RFx event.

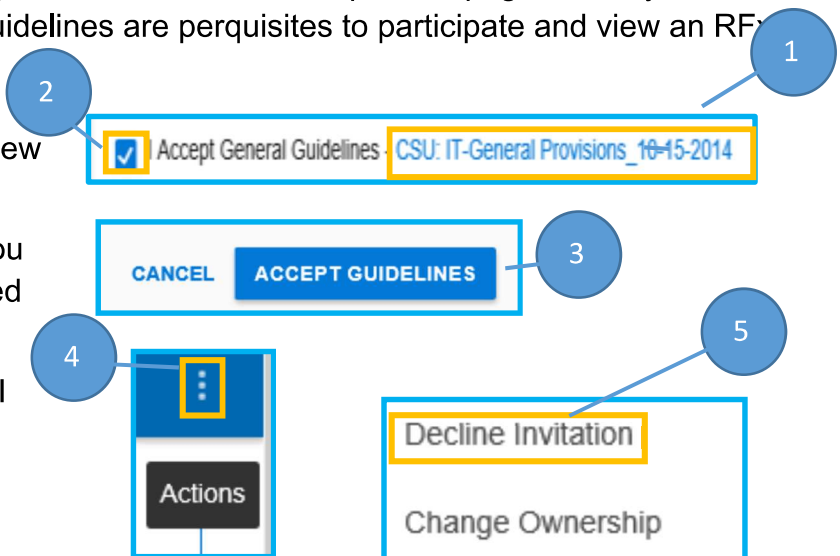
1. Click on the **hyperlink** to view event Guidelines.

2. **Check the box** to certify you have reviewed and accepted the Guidelines.

3. When you have checked all required guidelines, click **Accept Guidelines** in the lower right corner.

4. If you wish to decline participation in the event, click the **Actions** icon.

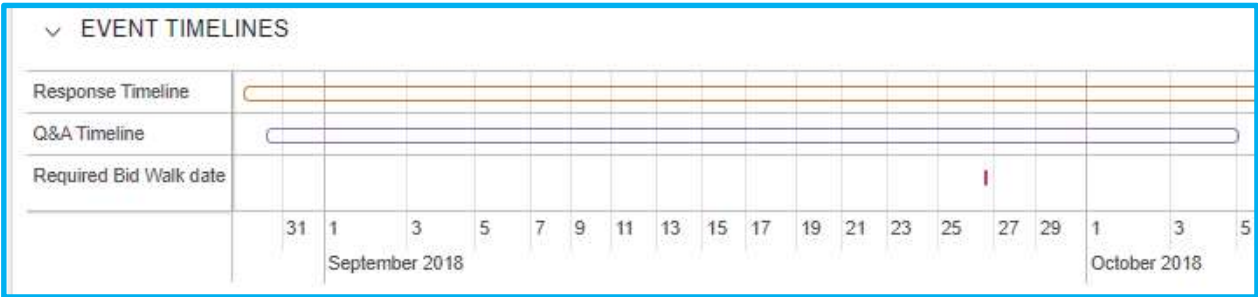
5. Select **Decline Invitation**.



Event Timelines

The **Event Timelines** section provides a graphical representation of the time allotted for each phase of the event.

The **Response Timeline** is of critical importance to you. To be considered, your response must be submitted by the end date and time shown in the Response Timeline.



Note: The names of the timelines displayed in the graphic will vary from RFx to RFx.

The time remaining before the response period is closed displays in the upper right of the top blue bar as shown below.



Viewing and Adding Attachments

Use the Attachments section to view documents the RFx author has uploaded for your review.

- 1. Click documents to download them.
- 2. Click the **Comments icon** to view information the RFx author has provided about the attachment.
- 3. Click **Supplier** to upload documents that support your response.



Note: Do NOT load Questionnaire and Price Sheet responses in the Attachment section. Use the 'Questionnaire' and 'Price Sheet' sections to load your responses.

Completing Price Sheets

A price sheet includes a list of items specified by the RFx author. Suppliers can provide quotes for all or some of these items. Also, you can choose to complete the price sheet online, or download the sheet to work offline and upload it upon completion.

- 1. Go to the **Price Sheets** section. Click on a **price sheet name** to open it.
- 2. The **Response Completion %** column displays the percentage of price sheet fields that have been already completed. Price sheets for which you have not provided quotes are listed as 0.00%.
- 3. Review the top fields of the price sheet to confirm which items require you to provide prices.
- 4. In the **Intend to Bid** column, select **Yes** for items on which you will bid, and **No** for items on which you will not bid.
- 5. Complete the **Price Per Unit** column for all items on which you are bidding.
- 6. **Alternately**, if you choose to work on the price sheet offline, click the **Download icon** in the upper right of the screen to download the sheet.
- 7. Once you have completed your price sheets offline, click the **Upload icon** to upload them back into CalUsource.

This screenshot shows a table titled 'PRICE SHEETS (1)' with a search icon in the top right. Callout 1 points to the 'Price Sheet Name' column, and callout 2 points to the 'Response Completion %' column.

Price Sheet Name	Last Modified By	Last Modified On	Response Completion %
Bid Sheet	-	-	0.00%

This screenshot shows the details for a 'Bid Sheet'. Callout 3 points to the 'Price Sheet Name' field.

Price Sheet Name: Bid Sheet

Price Sheet Type: Services

Price Sheet Description: All inclusive cost for services, permits and disposal of asbestos.

This screenshot shows a table with two columns: '*Intent to Bid' and '*Description'. Callout 4 points to the '*Description' column, and callout 5 points to the '*Intent to Bid' column.

*Intent to Bid	*Description
Yes	MRAK HALL
Yes	ARS-J1 Boiler.
Yes	ITEH-Boiler
Yes	ITEH-Small B...

This screenshot shows a table with four columns: '*Intent to Bid', '*Description', 'Unit', and '*Price Per Uni...'. Callout 5 points to the '*Price Per Uni...' column.

*Intent to Bid	*Description	Unit	*Price Per Uni...
Yes	MRAK HALL	1	
Yes	ARS-J1 Boiler.	1	

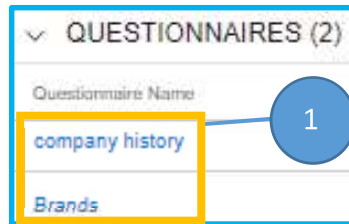


CalUsource Supplier Guide

Completing Questionnaires

An RFX may have one or more questionnaires. You must answer all questions in each questionnaire before you will be allowed to submit your bid response. Follow these instructions to respond to CalUsource questionnaires.

1. Click the **Questionnaire** name in the **Questionnaire** section to display the questionnaire.



2. Answer the questions in CalUsource.

—OR—

Click the **Download icon** to download the questionnaire. (If you download the questionnaire, insert your answers in the *Response to Question* column of the downloaded file and save the document.



3. If you answer questions in CalUsource, click **Save** periodically to ensure you don't lose your work.

4. Answer all questions. The **Response Completeness** indicator will help you keep track of your progress. When the indicator display 100%, you are finished.

5. Click **Done** when you have answered all questions.
6. If you have downloaded questionnaires and completed them offline, click the **Upload icon** to upload them back into CalUsource.

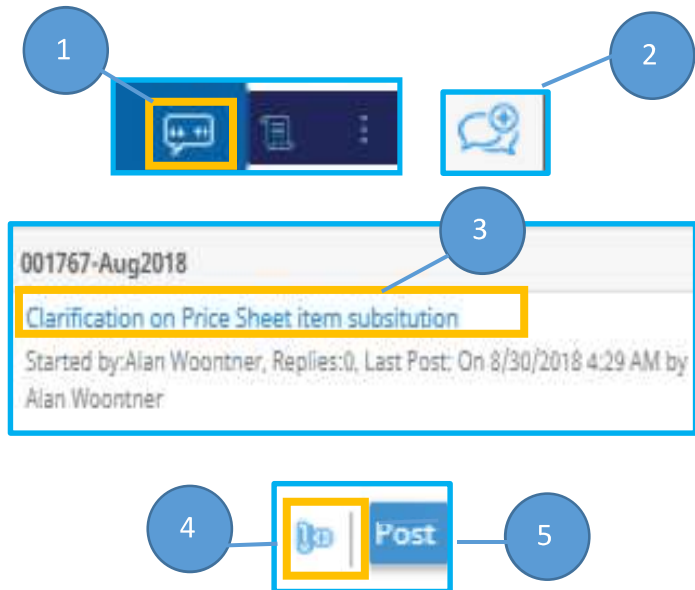
CalUSource Supplier Guide

Using the Discussion Forum

Use the RFX Discussion Forum to ask questions and reply to discussion topics.

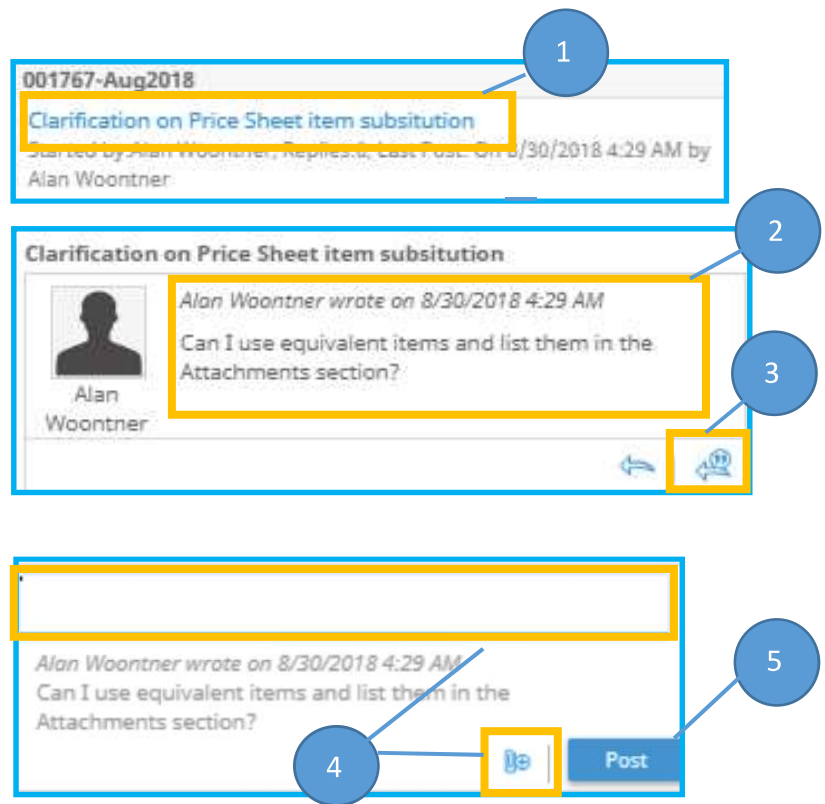
Opening the Discussion Forum

1. Click the **Discussion Forum icon** in the top right corner of an RFX event screen to access the forum.
2. Click the **Add New Discussion icon** to start a discussion topic.
3. Add a descriptive **Discussion Title** and type your question below the title. Check the **Email Notifications** box to be notified on responses to your post.
4. Click the **Add Attachment icon** to upload related documents.
5. Click **Post** to post your discussion.



Replying to a Group Discussion Topic

1. Discussion topic titles are listed in blue on the main Group Discussion page. Click a **title** to display the discussion topic in a popup.
2. The discussion topic text displays at the top of the popup.
3. Click the **Reply with Quote icon**. This copies the discussion text into your reply to provide context.
4. **Enter your reply** in the blank field in the middle of the popup. Add files to your reply by clicking the **Attachment icon**.
5. Click **Post**.

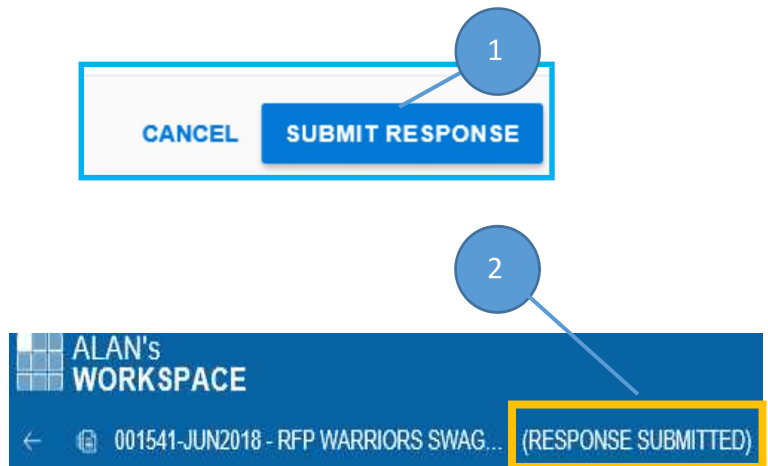


CalUsource Supplier Guide

Submitting your Response

After you have answered all RFx questions and completed the pricing sheets, you can submit your RFx response*.

1. Click the **Submit Response** button in the lower right of your screen, and click **Yes** in the Confirmation message.
2. **Response Submitted** will display in the top blue bar, or an error message will display describing the additional information required.



***Note:** A primary respondent can reassign ownership to another contact (also registered in CalUsource) to submit the RFx.

Bidding Checklist

Use the following checklist to complete your bid before submitting it:

- ☐ **Accept Guidelines**
You must accept the RFx guidelines before bidding.
- ☐ **Review All RFX Details**
Check the information you have entered in all RFx sections. Make sure you read all attachments before bidding.
- ☐ **Use the Discussion Forum**
CalUsource hosts a Discussion Forum for each RFx so you can ask questions and see responses to questions that other suppliers have asked. Ask questions as early in the process as possible to allow the RFx author time to provide a complete answer.
- ☐ **Prepare a Price Sheet for All Items**
You must indicate whether you intend to bid on each item listed in each price sheet. You must also enter a price per unit for all items on which you are bidding.
- ☐ **Prepare Questionnaire Responses**
You must respond to all RFx Questionnaire questions before submitting your bid.

CalUSource Supplier Guide

Withdrawing and Resubmitting a Bid

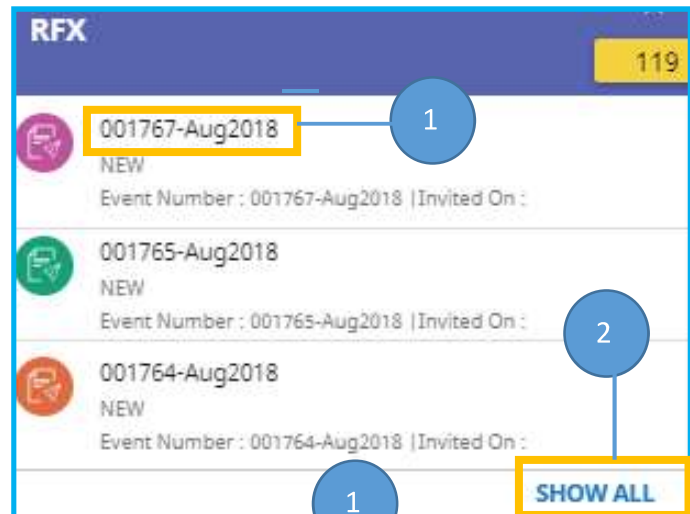
You can withdraw a submitted bid while the response period is open if:

- a) you want to make changes to your response or,
- b) you no longer want to be considered for an RFx.

Locating a Submitted Bid

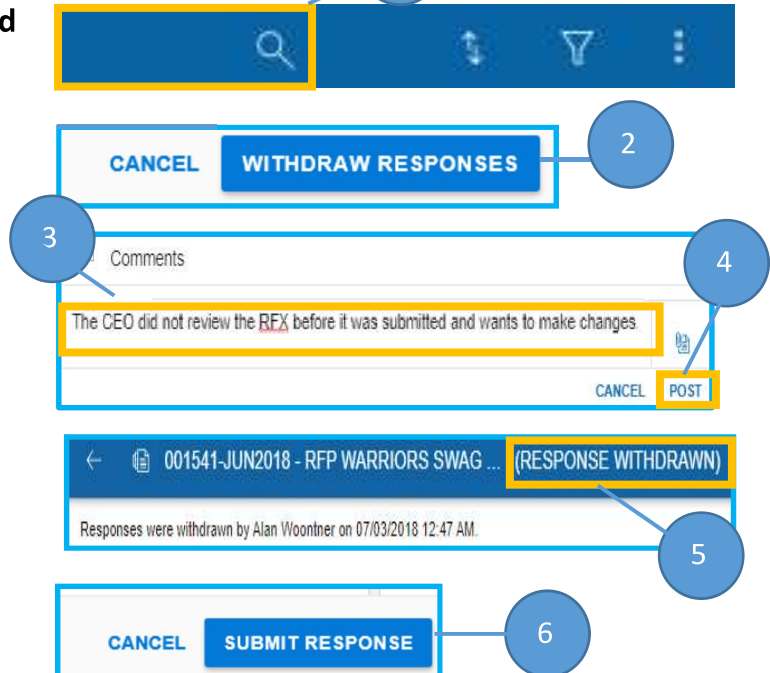
Submitted bids can be accessed by clicking **Manage** on the Main Menu.

1. If the RFx desired displays in the Card list, click the **RFx title** to open it.
2. If it does not display, click **Show All** at the bottom of the Card.
3. If the RFx list is too long, enter the name of the RFx in the **Search** field and press Enter. Click on the **RFx title** in the list to open it.



Withdrawing and Resubmitting a Bid

1. With the RFx displayed, click the **Withdraw Responses** button in the lower right of your screen, then click **Yes** in the Confirmation message.
2. Enter a reason for withdrawing your response in the **Comments** popup that displays.
3. Click **Post**.
4. **Response Withdrawn** will display in the top blue bar.
5. Make the necessary changes to your RFx bid.
6. Click **Submit Responses** to resubmit your bid.



CONTRACTING IN CALUSOURCE

CalUsource facilitates the contracting process by:

- Sharing contract details, such as party contact information, contract terms, compliance requirements, notification schedules, access to additional attachments and other pertinent information.
- Facilitates the process of contract language review, redlining and revisioning among all parties.
- Facilitates the process of contract execution.

Contract Document Overview

The following table defines each section of a CalUsource contract document.

Basic Details – The contract cover sheet provides basic details about the contract.

Applicable For – Defines commodity category and campuses to which the contract pertains.

Internal Party – Lists authoring entity’s key contacts and parties.

External Party – Lists your company’s contract contact and signatory.

Terms – Lists the Parent Contract Number or Name (if applicable), contract value, payment terms, effective date, how long the contract remains in effect, and any renewal conditions.

Contract Language – For review and revision of contract language (see below).

Notes and Attachments – Displays contract-related files, notes and external links.

Lines – Displays lines from the RFx price sheet.

Team Members – Lists authoring entity’s contract viewers or reviewers.

Notifications – Lists notifications you will receive during the life of the contract.

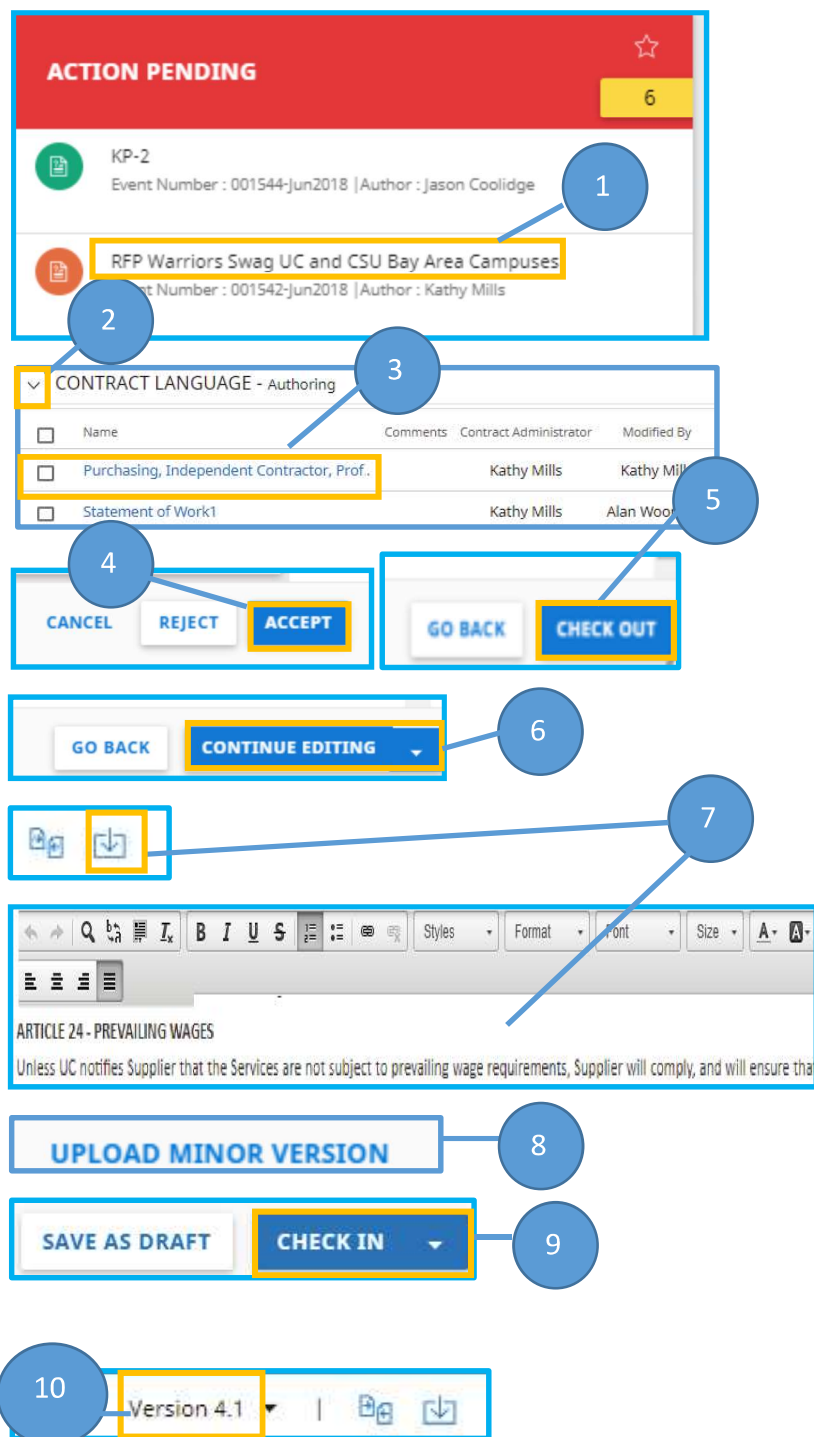
> BASIC DETAILS
> APPLICABLE FOR
> INTERNAL PARTY
> EXTERNAL PARTY
> TERMS
> CONTRACT LANGUAGE - Pre-signed Mode
> NOTES AND ATTACHMENTS
> LINES
> TEAM MEMBERS
> NOTIFICATIONS
> ADDITIONAL INFORMATION

CalUSource Supplier Guide

Reviewing and Revising Contract Language

You will receive an email notification with a login link when your contract is ready for review. Upon review, you can accept the contract language as is or suggest modifications. This process is the equivalent of track change redlining.

1. Once logged in, click **Tasks** on the **Main Menu** and click on the **Contract's Name** in the Action Pending card to display it.
2. Click the down arrow to open the **Contract Language** section.
3. Click the **contract document's name** to review it.
4. Upon review, if you are satisfied with the contract language, click **Accept** (bottom of screen) to approve the contract. (Skip to "Accepting the Contract" – pg 25.)
5. If not satisfied, click **Check Out** in the bottom right corner of the displayed document.
6. Click **Continue Editing**.
7. You can either edit the document in CalUSource (similar to Microsoft Word) or click the **Download icon** and edit offline. Downloading will allow you to share the document with others to review and redline.
8. If you made changes to a downloaded document, click **Upload Minor Version** in the lower right corner to upload it.
9. Click **Check In** when you have finished making changes.
10. The new **Version Number** will display at the top of the screen.

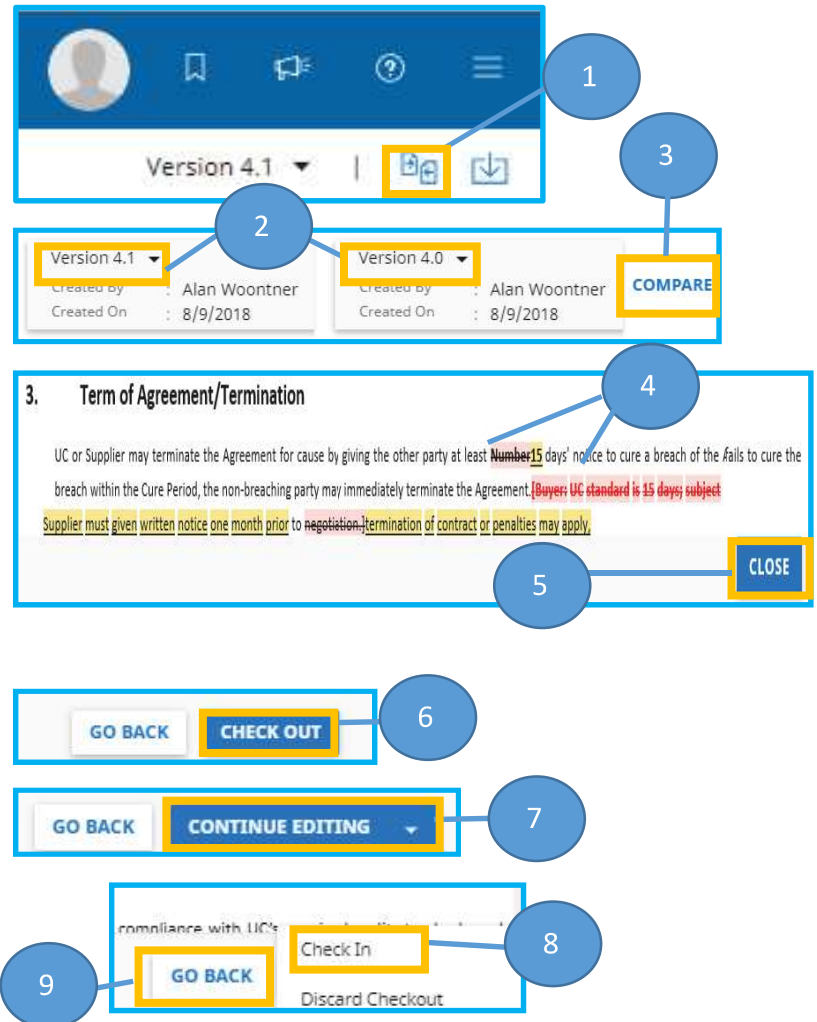


CalSource Supplier Guide

Comparing Versions of a Document

Note: Comparing versions is optional. If not comparing versions, go to “Accepting the Contract” on the next page.

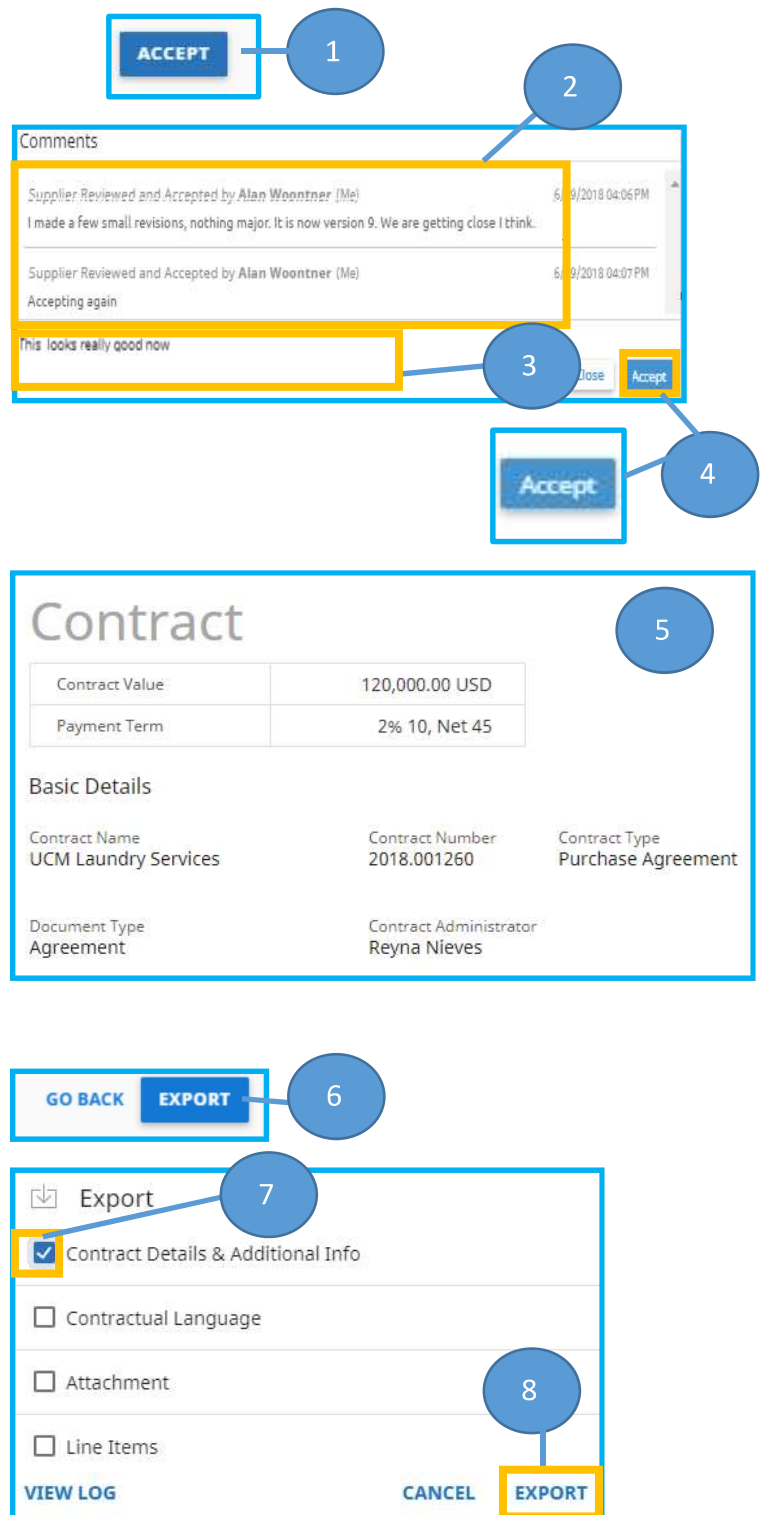
1. Click the **Compare Versions icon** to compare what you have changed to previous versions.
2. Click the dropdown arrows in the left and right boxes to select the versions you want to compare.
3. Click **Compare** to see a markup comparing the two versions you selected.
4. In the compared document, yellow highlights denote text that has been added. Crossed-out text has been deleted.
5. Click **Close** to re-display the current version.
6. Click **Check Out**.
7. Click the down arrow next to **Continue Editing**.
8. Click **Check In**.
9. Click **Go Back** to return to the main contract document.



CalUSource Supplier Guide

Accepting the Contract

1. Click **Accept** in the main contract document to accept the Contract.
2. Review previous comments about the document in the top section of the Comments pop-up.
3. Add your comments indicating any changes you made or confirming your acceptance in the bottom part of the Comments popup.
4. Click **Accept**. This forwards the contract to the contract author who will review your changes and comments and determine next steps.
5. The contract cover sheet displays and a **Contract Successfully Added** appears at the bottom of the screen.
6. Click **Export** at the bottom of the screen if you want to export the contract to your computer.
7. Select the particular contract language document(s) you want to export.
8. Click **Export** again.



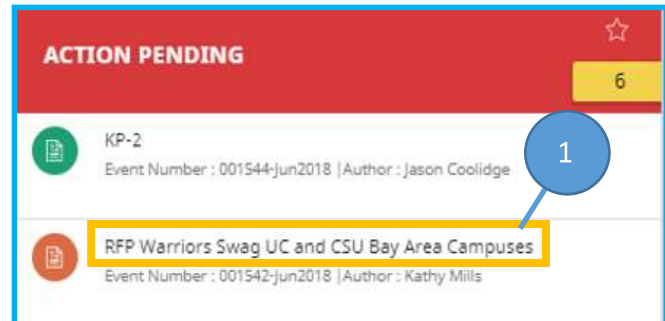
CalUsource Supplier Guide

Executing the Contract

Once the contract has been accepted by both parties, you will receive an email notification to sign the contract.

1. Click **Tasks** in the **Main Menu**.
Click the contract title in the **Action Pending** card to open the contract.
2. Click **Sign Contract** at the bottom of the page.
3. Enter your password in the **Signatory Password** field.
4. Click the check mark stating you have authority to sign the contract.
5. Click **Sign**.
6. **Supplier Signed** displays in the top blue bar. Your signed contract is forwarded to the internal signatory. The contract is executed once they sign it.

You will receive an email notification when your contract has been executed and is designated as “Live” in CalUsource.



CalUsource Supplier Guide

Accessing a Live Contract

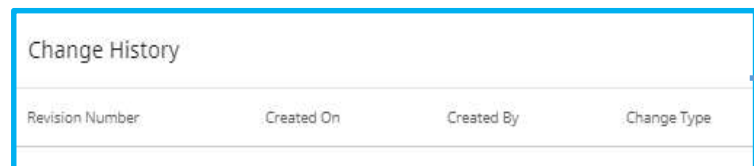
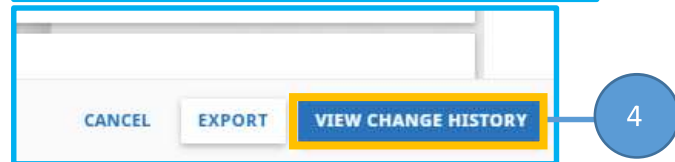
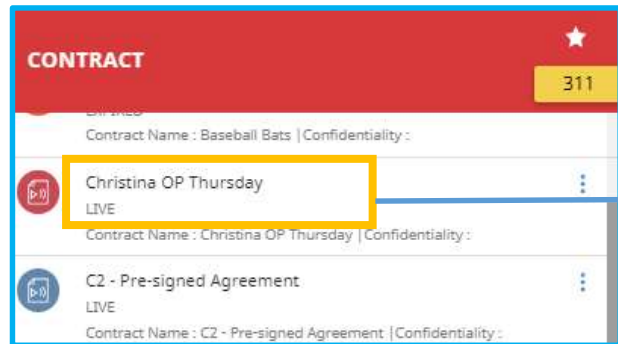
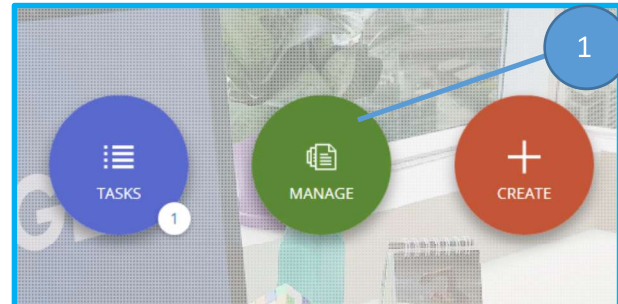
You can access live agreements in CalUsource to track any revisions and modifications that occur throughout its life.

1. Log in to CalUsource and click **Manage** in the **Main Menu**.
2. Locate the contract in the **Contract** card. If a contract is live, **LIVE** will display under the contract's name.

You may need to click **Show All** (at the bottom of the card) if you have several contracts listed.

Click the **Contract name** to display the contract.

3. The contract document displays and **Live** displays in the top blue bar.
4. Click the **View Change History** button.
5. Review any contract revisions that have occurred since the contract has gone live in the **Change History** popup.





CalUsource Supplier Guide

GETTING HELP

The type of issue you are experiencing determines where you should go for help.

The table below identifies the appropriate CalUsource resource to contact for help with technical issues, registration, bidding, and contracts.

For technical issues or general information on using CalUsource	<p>Contact the GEP* Help Desk at support@gep.com.</p> <p>*GEP is the technology provider of the CalUsource platform.</p>
For general questions related to an RFx event posted on the CalUsource Public Bid Site	<p>Refer to Contact name and email listed directly below the RFx title in the listing on the Public Bid Site.</p> <div>  <p>UCR RFP 05_1120_0017P - UC Systemwide Contact : Alan Stauffer Email : Alan.Stauffer@UCR.edu</p> </div>
For questions or assistance related to an active RFx event on which you are currently bidding	<p>Open the RFx in CalUsource and click on the Discussion Forum icon (shown below) to submit a question within the Q&A time period specified in the RFx. The question you submitted will be answered according to the Q&A time period through the Discussion Forum (see p.19 for more detail).</p> <div>  </div>
For questions about contract terms, conditions or contract language.	<p>Open the Contract in CalUsource, and scroll down to the Internal Party section which lists the authoring entity's key contacts and parties.</p>

CalUsource Sites and Resources

CalUsource Supplier Guide

Click the following URLs to access CalUsource resources for Suppliers.

CalUsource Public Bid Site	<p>Lists all active and closed bidding events within CalUsource.</p> <p>Provides a link to self-register in CalUsource.</p>
CalUsource Website	<p>Resource for Suppliers interested in working with the University of California institutions.</p> <p>The CalUsource Public Bid Site is accessible from this website.</p>
CalUsource login	<p>Allows registered CalUsource users to login to the CalUsource platform to participate in sourcing events.</p>

Frequently Asked Questions

[Do I have to pay a membership fee to participate?](#)

There are no fees. The buying organization assumes all costs associated with running the RFx.

[How do I get a username and password?](#)

The email message inviting you to register for CalUsource and/or participate in the RFx contains your username and password.

[How do I change my password?](#)

You can change your password by clicking on the Profile icon (silhouette) that displays at the top of all CalUsource webpages. See Page 5 of this guide for more details.

[How do I change my time zone?](#)

You can change your time zone by clicking on the Profile icon (silhouette) that displays at the top of all CalUsource webpages. See Page 5 of this guide for more details.

[Do I have to fill out all the registration profile information?](#)

Only fields with a red asterisk (*) are required. However, the buying organization will use the information in your profile to find suppliers for future sourcing events, so it is advantageous for you to complete your entire profile.

CalUsource Supplier Guide

Can my company bid as a team?

You can bid as a team only if the team members share a single login during the bid response process. Using the same login, different team members can edit, enter and save information, but the primary contact listed is the person who must submit the final bid.

Please note that only one team member should edit the bid at a time. Otherwise, one team member can overwrite another team member. You can change ownership of a bid by selecting **Ownership** on the **Actions menu** and changing the role of Primary Respondent to another registered CalUsource user in your company.

What do I do if I make a mistake?

CalUsource checks your bid when you submit it and informs you of any errors that need correction. CalUsource will display a 'Success' message if your bid has been submitted properly.

Can I change my bid after it is submitted?

You can withdraw and resubmit your bid only while the RFX is in the Response phase.

How do I send a message to the buying organization?

Click the Discussion Forum icon in the RFX, and then click the add New Discussion icon. Enter your message, and click Post.

Will other suppliers be able to see my bid or name?

No, other suppliers will not be able to see your bid.

Will the event end automatically?

The event will close automatically at the end date/time shown in the RFX timeline.

Do I need to save the information I enter during bidding?

CalUsource automatically saves information that you enter into each section. However, we do recommend saving your questionnaire responses as you enter them, as it is possible to inadvertently cancel out and lose your responses.



Trademark Licensing Code of Conduct

Responsible Officer:	SVP - External Relations
Responsible Office:	ER - External Relations
Issuance Date:	9/28/2018
Effective Date:	9/28/2018
Last Review Date:	6/12/2023 – updated contact information
Scope:	This policy applies to all employees and students of the University and at all University locations, including the campuses, medical centers, the Office of the President, Lawrence Berkeley National Laboratory, and Agriculture and Natural Resources.

Contact:	Jorge Silva
Title:	Associate Vice President for Communications
Email:	Jorge.Silva@ucop.edu
Phone:	(831) 521-9993

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I. POLICY SUMMARY

It is the policy of the University of California (UC or University) that goods bearing the names of the University or its campuses, abbreviations of these names, logos, mascots, seals, or other trademarks owned by UC must be produced under fair, safe, and humane working conditions. Thus, all goods bearing UC Trademarks, regardless of end use – including retail and promotional items, gifts, uniforms, or other uses – must be produced or otherwise sourced only through companies authorized, by virtue of a

University of California – Policy on Trademark Licensing Code of Conduct

licensing or other agreement, to place UC trademarks onto products (e.g., apparel, school supplies, toys, and promotional goods). It is the responsibility of all UC employees and students ordering goods bearing UC's name, logos or other UC-owned trademarks (including names of University departments) to use only authorized Licensees that have expressly agreed to adhere to this policy. Licensees must agree to the standards set forth in this policy throughout their supply chain and must responsibly manage a transparent supply chain.

II. DEFINITIONS

Contractor means each contractor, subcontractor, vendor, supplier, buying agent, manufacturer, or other entities engaged in the manufacturing or supply chain process, which ultimately results in a finished product on behalf of Licensee.

Corrective Action Plan (CAP) means a written plan provided to the University that details improvements to an organization's processes to remedy violations or alleged violations of the Code.

Licensee means all persons or entities who have entered into a written UC Licensing Agreement with the University (either directly or through a Licensing Agent) to manufacture products bearing UC's Trademarks. Licensee is sometimes referred to as "Trademark Licensee."

Licensing Agent means a company that has an agreement with a specific University entity to provide services to assist the University to oversee and manage its Trademark licensing program.

Non-Governmental Organization (NGO) means a not-for-profit functioning independently of government that the University, from time to time, engages to investigate allegations of worker abuse and recommend mitigating actions. These organizations may include, but are not limited to, the Fair Labor Association (FLA) and the Worker Rights Consortium (WRC).

Remediation means the act or process of remedying or correcting an act (i.e., violation).

Supply Chain includes every company that comes into contact with a particular product (e.g., all the companies manufacturing any components of the product, assembling it, delivering it, and selling it).

Trademarks identify and distinguish the goods and/or services of one organization from those of another. Trademarks can be words, symbols, designs, three-dimensional objects (as in packaging), colors, landmarks, sounds, or smells. UC Trademarks include the "University of California" name, campus and department names (including abbreviations of these names), logos, mascots, seals, iconic buildings, and other source-identifying indicia.

UC Licensing Agreement means an agreement between the University and another entity permitting that entity the right to use and/or manufacture products bearing UC's Trademarks.

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III. POLICY TEXT

The University expects its Trademark Licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to, this Code of Conduct (the Code). The Code is subject to amendment to reflect any subsequently developed standards either by the University or a national higher education organization whose code the University chooses to adopt.

This Code will apply to all UC Trademark Licensees and will be incorporated into each UC Licensing Agreement. As a condition of being permitted to produce and/or sell licensed products bearing UC Trademarks, all Licensees must comply with this Code and must ensure their Contractors comply with this Code. It is the responsibility of Licensees and their Contractors to ensure supply chain transparency and to trace their supply chain to its origin. Similarly, it is the responsibility of all UC employees and students ordering goods bearing the UC's name, logos or other UC Trademarks (including names of UC departments or other units) to use only authorized Trademark Licensees, all of whom must agree to adhere to the Code.

A. Standards

Licensees and their Contractors must operate workplaces that comply, at a minimum, with all applicable laws (including environmental laws) of the country in which products are manufactured **and** with the standards and requirements set forth in this Code. Where the applicable legal laws of the country of manufacture conflict or differ with the standards and other requirements in this Code, the higher standard prevails.

- 1. Ethical Standards:** Licensees and their Contractors commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each worker.
- 2. Employment Standards:** The University will do business only with Licensees whose workers, and those of their Contractors, work voluntarily, are not at undue risk of physical harm, are compensated fairly, and are treated with dignity. The University expects its Licensees and their Contractors to adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations. In addition, the following are required:
 - a. Wages and Benefits:** Licensees and their Contractors must provide wages and benefits that comply with all applicable laws and regulations and that match or exceed the local prevailing wages and benefits in the relevant country. In addition, such wages and benefits must constitute a "fair/living wage," which requires meeting the basic needs for the worker and two dependents to have access to resources, including food, safe drinking water, clothing, shelter, energy, transportation, education, sanitation facilities and access to health care services.

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- b. Working & Overtime Hours/Compensation:** Licensees and their Contractors must not require their employees to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week must not exceed 48 hours. Employers must allow workers at least 24 consecutive hours of rest in every 7-day period. All overtime work must be consensual and not coerced. Employers must not request overtime on a regular basis and must compensate all overtime work at least at the premium rate legally required in that country. Other than in exceptional circumstances, the sum of regular and overtime work hours in a week must not exceed 60 hours.
- c. Child Labor:** No person will be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher. No person under the age of 18 will undertake hazardous work – e.g., work which, by its nature or the circumstances in which it is carried out, is likely to cause harm to the health or safety of such person. Licensees and their Contractors must work with governmental organizations, human rights, and NGOs, as determined by the University and Licensees, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.
- d. Forced Labor:** No use of forced labor is permitted, whether in the form of prison labor, indentured labor, or otherwise. Licensees and their Contractors will comply with international standards and all applicable local and national laws, regulations, standards, and procedures concerning the prohibition of forced labor and human trafficking, such as the California Transparency in Supply Chains Act and related sections of the Dodd-Frank Act (including Section 1502, which addresses products containing “conflict minerals”).
- e. Health and Safety:** Licensees and their Contractors must provide workers a safe and healthy work environment that complies with or exceeds local and national health and safety laws. Licensees and their Contractors will provide appropriate protection for workers exposed to hazards, including glues and solvents, that may endanger their safety. If residential facilities are provided to workers, they must be safe and healthy.
- f. Nondiscrimination:** Licensees and their Contractors agree to employ individuals solely on the basis of their ability to perform the job and will not subject any person to discrimination in employment – including matters pertaining to hiring, salary, benefits, advancement, training, discipline, termination or forced retirement – on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.
- g. Women’s Rights:** Regarding women’s rights, Licensees and their Contractors must adhere to the following items:

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- i. Women workers will receive: equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers.
 - ii. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
 - iii. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits after the maternity leave has ended.
 - iv. Workers will not be forced or pressured to use contraception.
 - v. Workers, especially pregnant women, will not be exposed to hazards, including glues and solvents, that may endanger their safety (including their reproductive health), unless thorough protections are in place.
 - vi. Licensees will provide appropriate services and accommodation to women workers in connection with pregnancy.
- h. Harassment or Abuse:** Every worker must be treated with dignity and respect. No worker will be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees and their Contractors will not use or tolerate any form of corporal punishment.
- i. Freedom of Association:** Licensees and their Contractors will recognize and respect the right of workers to freedom of association and collective bargaining with bargaining representatives of their own choice in accordance with International Labour Organisation Convention 87, which protects freedom of association and the right to organize. No workers will be subject to harassment, intimidation or retaliation as a result of their efforts to freely associate or bargain collectively. Licensees and their Contractors must allow union organizers reasonable access to workers and must recognize the union of the workers' choice.
- 3. Disclosure:** Licensees must provide the following information to the University or its designated Licensing Agent(s) and to update such information immediately when any change occurs:
- a. The company names, owners and/or officers of Licensees and their Contractors; addresses, phone numbers, email addresses of Licensees and their Contractors; and the nature of the business associations and their roles in the manufacturing process;
 - b. The manufacturing plants of Licensees and their Contractors involved in all levels of the manufacturing process of items (including raw materials, blank goods, and decorations) that bear, or will bear, the name, Trademarks and/or images of the University;
 - c. A written description of sourcing practices;

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- d. A written description of systems and procedures used by Licensees and their Contractors to ensure ongoing compliance with this Code and to correct any instances of non-compliance with this Code; and
- e. Upon request, internal and external monitoring reports regarding Licensees' and their Contractors' compliance with this Code.

Licensees are required to report immediately to the University any material changes in the foregoing disclosures, including the addition or deletion of manufacturing plants. All disclosures provided in connection with a UC Licensing Agreement may be made publicly available without confidentiality restrictions.

B. Internal Monitoring, Training, Independent External Monitoring and Verification

1. It is the responsibility and obligation of each Licensee to:
 - a. take continuous steps to ensure its compliance with this Code, and to verify that its Contractors are in compliance with this Code;
 - b. document the nature and extent of all activities it undertakes to ensure its compliance with this Code;
 - c. resolve to the University's satisfaction any incidence of non-compliance with this Code in a prompt and effective manner;
 - d. actively seek knowledge, training, and implementation of best practices regarding international labor standards and ethical supply chain management, including consultation with governmental, human rights, labor, and credible third party monitoring organizations;
 - e. develop an internal monitoring program adequate to ensure compliance with this Code;
 - f. refrain from any actions that would diminish the protections of these labor standards and compliance with this Code; and
 - g. join and maintain membership in good standing with any external organization that the University designates as a means to assist the University in assuring compliance with this Code.
2. The University has the right to investigate, either by itself or through its Licensing Agent(s) and/or NGOs, allegations or evidence of violations of this Code by Licensees or their Contractors as well as Licensees' or their Contractors' actions to correct such violation(s). It is the responsibility and obligation of Licensees and their Contractors to cooperate fully with such investigations, and to give the University or its Licensing Agent(s) and/or NGOs free and full access to all facilities, materials, and records that may be relevant to such investigation and to further provide access to all employees who may be affected by or have knowledge of the alleged or actual violation. Such investigation by the University or its Licensing Agent(s) and/or NGOs may occur with or without notice, and as many times as deemed necessary by the University or said Licensing Agents and/or NGOs, in their discretion.

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C. Non-Compliance and Remediation/Corrective Action Plan

When non-compliance with this policy becomes known by a University employee, such non-compliance should be reported to the relevant delegated authority at the University. Licensees will promptly notify the University of any and all incidents, including claims by others, that constitute or may constitute Licensees' or their Contractors' non-compliance with the Code. Licensees have an obligation to maintain their own records of all complaints of violations, and will notify the University that a complaint has been filed. This record will include all details of such findings or allegations, including, but not limited to, copies of any reports, complaints, or other documentation concerning an actual or alleged violation of the Code. Upon request, Licensees will provide promptly to the University a copy of any written response Licensees have made to such allegation and provide a report describing all actions Licensees have taken, if any, to remedy the alleged violations of the Code, including Corrective Action Plans (CAP).

If, upon investigation, the University determines that any Licensee or Contractor has failed to remedy a violation of this Code, the University will consult with Licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include requiring Licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable wages and/or benefits due to workers under law or contract, and reinstating any worker whose employment has been terminated in violation of this Code. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, Licensee will implement a CAP on terms acceptable to the University. The University reserves the right to terminate its relationship with any Licensee who continues to conduct its business in violation of the CAP.

Licensees and their Contractors must guarantee wages, salaries, benefits and severance to their workers. In the event of non-compliance by its Contractor, Licensee must assume responsibility for payment of wages, salaries, benefits and severance to Contractor's workers in proportion to the percentage of work done by Contractor's workers on behalf of that Licensee.

If a natural disaster or other crisis causes a significant disruption of production, Licensees and their Contractors will use reasonable efforts to restore production at the affected worksite(s) to prior levels as soon as feasible while ensuring workers' safety.

IV. COMPLIANCE/RESPONSIBILITIES

UC's Senior Vice President of External Relations is the authority responsible for implementing, enforcing, and providing interpretations/clarification of this policy, and will consult with the Office of General Counsel as appropriate. The University's Chancellors, Laboratory Directors, and Vice President of Agriculture and Natural Resources are authorized to permit – or may delegate the authority to permit – the use of their campus names, mascots, logos and other campus trademarks in connection with UC Licensing Agreements within their respective jurisdictions.

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V. PROCEDURES

All UC Licensing Agreements must incorporate this Code of Conduct policy as a requirement to such agreements. All products bearing UC Trademarks regardless of end use (including retail and promotional items, gifts, uniforms, or other uses) must be produced or otherwise sourced from a UC Trademark Licensee.

VI. RELATED INFORMATION

- UC Policy to Permit Use of the University's Name - [DA0864](#)
- UC Policy to Permit Use of the University's Unofficial Seal Policy - [DA0865](#)
- UC Policy on Materiel Management - [BFB-BUS-43](#)
- UC Brand Guidelines - <http://brand.universityofcalifornia.edu/>
- UC Policy on Sustainability, Section III.G ("Environmentally Preferable Purchasing") - <http://policy.ucop.edu/doc/3100155/SustainablePractices>
- California Transparency in Supply Chains Act - <https://oag.ca.gov/SB657>
- Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502 (related to conflict minerals) - <https://www.gpo.gov/fdsys/pkg/PLAW-111publ203/html/PLAW-111publ203.htm>

VII. FREQUENTLY ASKED QUESTIONS

Please see: <http://ucop.edu/sustainability/programs-initiatives/social-sustainability/frequently-asked-questions.html>

VIII. REVISION HISTORY

June 12, 2023: Technical update – new contact information

June 30, 2021: Technical update – new contact information

September 28, 2018: Responsible Officer and Office moved from the EVP - Chief Operating Officer to the SVP - External Relations.

This Policy was also remediated to meet Web Content Accessibility Guidelines (WCAG) 2.0.

January 5, 2000: Revisions of the 1998 policy included a living wage provision.

August 1998: This policy was originally issued.

Cal. Ed. Code § 92000

Section 92000 - Name property of state; unauthorized use of name or abbreviation

(a) The name "University of California" is the property of the state. No person shall, without the permission of the Regents of the University of California, use this name, or any abbreviation of it or any name of which these words are a part, in any of the following ways:

(1) To designate any business, social, political, religious, or other organization, including, but not limited to, any corporation, firm, partnership, association, group, activity, or enterprise.

(2) To imply, indicate or otherwise suggest that any such organization, or any product or service of such organization is connected or affiliated with, or is endorsed, favored, or supported by, or is opposed by the University of California.

(3) To display, advertise, or announce this name publicly at, or in connection with, any meeting, assembly, or demonstration, or any propaganda, advertising, or promotional activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition, or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity, or program.

(b) Nothing in this section shall interfere with or restrict the right of any person to make a true and accurate statement of his or her present or former relationship or connection with, his or her employment by, or his or her enrollment in, the University of California in the course of stating his or her experience or qualifications for any academic, governmental, business, or professional credit or enrollment, or in connection with any academic, governmental, professional, or other employment whatsoever.

(c) Every person violating the provisions of this section is guilty of a misdemeanor.

Ca. Educ. Code § 92000

Amended by Stats. 1982, Ch. 847, Sec. 3.

Standards of Ethical Conduct

Adopted by the Regents of the University of California, May 2005

Purpose

Pursuit of the University of California mission of teaching, research and public service requires a shared commitment to the core values of the University as well as a commitment to the ethical conduct of all University activities. In that spirit, the Standards of Ethical Conduct are a statement of our belief in ethical, legal and professional behavior in all of our dealings inside and outside the University.

Applicability

The Standards of Ethical Conduct apply to all members of the University community, including The Regents, Officers of The Regents, faculty and other academic personnel, staff, students, volunteers, contractors, agents and others associated with the University. Organizationally, the Standards apply to campuses, the National Laboratories, the Office of the President, the Division of Agriculture and Natural Resources, campus organizations, foundations, alumni associations and support groups.

1. Fair dealing

Members of the University community are expected to conduct themselves ethically, honestly and with integrity in all dealings. This means principles of fairness, good faith and respect consistent with laws, regulations and University policies govern our conduct with others both inside and outside the community. Each situation needs to be examined in accordance with the Standards of Ethical Conduct. No unlawful practice or a practice at odds with these standards can be justified on the basis of customary practice, expediency, or achieving a "higher" purpose.

2. Individual responsibility and accountability

Members of the University community are expected to exercise responsibility appropriate to their position and delegated authorities. They are responsible to each other, the University and the University's stakeholders both for their actions and their decisions not to act. Each individual is expected to conduct the business of the University in accordance with the Core Values and the Standards of Ethical Conduct, exercising sound judgment and serving the best interests of the institution and the community.

3. Respect for others

The University is committed to the principle of treating each community member with respect and dignity. The University prohibits discrimination and harassment and provides equal opportunities

for all community members and applicants regardless of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran. Further, romantic or sexual relationships between faculty responsible for academic supervision, evaluation or instruction and their students are prohibited. The University is committed to creating a safe and drug free workplace. Following is a list of the principal policies and reference materials available in support of this standard:

1. The Faculty Code of Conduct
2. Academic Personnel Policy Manual
3. The Faculty Handbook
4. Personnel Policies for Staff Members
5. Policies Applying to Campus Activities, Organizations and Students
6. Policy on Sexual Harassment and Procedures for Responding to Reports of Sexual Harassment
7. University policies on nondiscrimination and affirmative action
8. Campus, laboratory and Office of the President Principles of Community

The University's health sciences enterprises are committed to the ethical and compassionate treatment of patients and have established policies and statements of patient rights in support of this principle.

4. Compliance with applicable laws and regulations

Institutions of higher education are subject to many of the same laws and regulations as other enterprises, as well as those particular to public entities. There are also additional requirements unique to higher education. Members of the University community are expected to become familiar with the laws and regulations bearing on their areas of responsibility. Many but not all legal requirements are embodied in University policies. Failure to comply can have serious adverse consequences both for individuals and for the University, in terms of reputation, finances and the health and safety of the community. University business is to be conducted in conformance with legal requirements, including contractual commitments undertaken by individuals authorized to bind the University to such commitments.

The Office of the General Counsel has responsibility for interpretation of legal requirements.

5. Compliance with applicable university policies, procedures and other forms of guidance

University policies and procedures are designed to inform our everyday responsibilities, to set minimum standards and to give University community members notice of expectations. Members

of the University community are expected to transact all University business in conformance with policies and procedures and accordingly have an obligation to become familiar with those that bear on their areas of responsibility. Each member is expected to seek clarification on a policy or other University directive he or she finds to be unclear, outdated or at odds with University objectives. It is not acceptable to ignore or disobey policies if one is not in agreement with them, or to avoid compliance by deliberately seeking loopholes.

In some cases, University employees are also governed by ethical codes or standards of their professions or disciplines - some examples are attorneys, auditors, physicians and counseling staff. It is expected that those employees will comply with applicable professional standards in addition to laws and regulations.

6. Conflicts of interest or commitment

Employee members of the University community are expected to devote primary professional allegiance to the University and to the mission of teaching, research and public service. Outside employment must not interfere with University duties. Outside professional activities, personal financial interests, or acceptance of benefits from third parties can create actual or perceived conflicts between the University's mission and an individual's private interests. University community members who have certain professional or financial interests are expected to disclose them in compliance with applicable conflict of interest/conflict of commitment policies. In all matters, community members are expected to take appropriate steps, including consultation if issues are unclear, to avoid both conflicts of interest and the appearance of such conflicts.

7. Ethical conduct of research

All members of the University community engaged in research are expected to conduct their research with integrity and intellectual honesty at all times and with appropriate regard for human and animal subjects. To protect the rights of human subjects, all research involving human subjects is to be reviewed by institutional review boards. Similarly, to protect the welfare of animal subjects, all research involving animal subjects is to be reviewed by institutional animal care and use committees. The University prohibits research misconduct. Members of the University community engaged in research are not to: fabricate data or results; change or knowingly omit data or results to misrepresent results in the research record; or intentionally misappropriate the ideas, writings, research, or findings of others. All those engaged in research are expected to pursue the advancement of knowledge while meeting the highest standards of honesty, accuracy, and objectivity. They are also expected to demonstrate accountability for sponsors' funds and to comply with specific terms and conditions of contracts and grants.

8. Records: Confidentiality/privacy and access

The University is the custodian of many types of information, including that which is confidential, proprietary and private. Individuals who have access to such information are expected to be familiar and to comply with applicable laws, University policies, directives and agreements pertaining to access, use, protection and disclosure of such information. Computer security and privacy are also subject to law and University policy.

Information on the University's principles of privacy or on specific privacy laws may be obtained from the respective campus or laboratory information privacy office. The public right to information access and the individual's right to privacy are both governed by state and federal law, as well as by University policies and procedures. The legal provisions and the policies are based upon the principle that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person, as is the right of individuals to privacy.

9. Internal controls

Internal controls are the processes employed to help ensure that the University's business is carried out in accordance with these Standards, University policies and procedures, applicable laws and regulations and sound business practices. They help to promote efficient operations, accurate Financial reporting, protection of assets and responsible fiscal management. All members of the University community are responsible for Internal controls. Each business unit or department head is specifically responsible for ensuring that Internal controls are established, properly documented and maintained for activities within their jurisdiction. Any individual entrusted with funds, including principal investigators, is responsible for ensuring that adequate Internal controls exist over the use and accountability of such funds. The University has adopted the principles of Internal controls published by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission.

10. Use of university resources

University resources may only be used for activities on behalf of the University. They may not be used for private gain or personal purposes except in limited circumstances permitted by existing policy where incidental personal use does not conflict with and is reasonable in relation to University duties (e.g. telephones). Members of the University community are expected to treat University property with care and to adhere to laws, policies and procedures for the acquisition, use, maintenance, record keeping and disposal of University property. For purposes of applying this policy, University resources is defined to include but not be limited to the following, whether

owned by or under the management of the University (for example, property of the federal government at the National Laboratories):

1. Cash, and other assets whether tangible or intangible; real or personal property;
 2. Receivables and other rights or claims against third parties;
 3. Intellectual property rights;
 4. Effort of University personnel and of any non-University entity billing the University for effort;
 5. Facilities and the rights to use of University facilities;
 6. The University's name;
 7. University records, including student and patient records; and
 8. The University information technology infrastructure.
11. Financial reporting

All University accounting and financial records, tax reports, expense reports, time sheets and effort reports, and other documents including those submitted to government agencies must be accurate, clear and complete. All published financial reports will make full, fair, accurate, timely and understandable disclosures as required under generally accepted accounting principles for government entities, bond covenant agreements and other requirements. Certain individuals with responsibility for the preparation of financial statements and disclosures, or elements thereof, may be required to make attestations in support of the Standards.

12. Reporting violations and protection from retaliation

Members of the University community are strongly encouraged to report all known or suspected improper governmental activities (IGAs) under the provisions of the Policy on Reporting and Investigating Allegations of Suspected Improper Governmental Activities ([Whistleblower Policy](#)). Managers and persons in supervisory roles are required to report allegations presented to them and to report suspected IGAs that come to their attention in the ordinary course of performing their supervisory duties. Reporting parties, including managers and supervisors, will be protected from retaliation for making such a report under the Policy for Protection of Whistleblowers from Retaliation and Guidelines for Reviewing Retaliation Complaints ([Whistleblower Protection Policy](#)).

Required Supplier Information

A. Communications & Amendments Regarding the RFX

All communications, including any requests for clarification, concerning this Request for Proposal ("RFP"), Request for Quote ("RFQ"), Request for Qualifications ("RFq"), or Request for Information ("RFI") (collectively, referred to as "RFX") must be submitted via the Discussion Forum section of this RFX within CalUsource, the University of California and California State University Public Bid Site.

The University of California ("UC") will make any changes, additions, or deletions to the RFX in the form of amendments electronically sent via the Public Bid Site. UC will not be responsible for failure of any prospective Supplier to receive such amendments. All amendments will become part of the RFX.

It is Supplier's responsibility to read the entire RFX document, including any attachments, references and amendments, and to comply with all requirements listed herein.

For instruction on how to bid, refer to the CalUsource Supplier Bidding Guide under the Guidelines section of the Public Bid Site.

B. Proposal Submittal and Evaluation

1. This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable UC policies and California law. UC reserves the right to withdraw this RFX at any time. All documents submitted to UC in response to this RFX will become the exclusive property of UC and will not be returned.
2. Supplier is strongly encouraged to complete and submit its proposal/bid ("Proposal") in the Public Bid Site well before the RFX closing date and time. A late Proposal will not be accepted after the RFX closing date and time.
3. Proposals must follow the format specified in the RFX. The submission of a Proposal confirms that it has been issued and reviewed by an individual authorized to enter into contracts on behalf of Supplier.
4. Supplier must not provide superfluous materials such as marketing materials or website links in response to or in lieu of the Questionnaires Section, and may be disqualified for providing superfluous materials. Supplier may, however, use attachments or website links to respond to Cost Questions if Cost is directly referenced in the question and such materials respond specifically to the question without extraneous information.
5. Any contract(s) resulting from this RFX will be awarded to the responsive and responsible Supplier who's Proposal, in UC's opinion, offers the greatest benefit to UC. Proposals will be evaluated by the UC evaluation team using the methodology set forth in the RFX Evaluation document attached to this RFX. NOTE: This applies to RFPs, RFqs, and RFQs only. RFIs do not result in contracts.
6. UC may waive irregularities in a Proposal provided that, in UC's judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals. UC's waiver of an immaterial deviation or defect will not modify the RFX documents or excuse Supplier from full compliance with the RFX specifications in the event a contract is awarded to Supplier.

7. UC reserves the right to reject all proposals, make more than one award, or make no award. Based on the results of this RfX process, UC reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. Based on the results of such requests, UC or its locations may enter into contracts with other suppliers to provide those products, while remaining UC locations may buy those products through this RfX. Any contract awarded pursuant to this RfX will incorporate the RfX requirements and specifications, as well the contents of the Proposal as accepted by UC, and will be in writing.
8. Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RfX.
9. Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentations to UC. If Supplier is the apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with UC.
10. Several UC campuses have enabled e-commerce using hosted catalogs and punch-outs. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC system-wide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punch-out catalog e-procurement environments, where enabled.
11. UC may visit Supplier's site to verify that Supplier will meet the RfX specifications set forth in the Statement of Work ("RfX Specifications"). Additionally, in assessing Supplier's ability to perform, UC may consider factors including but not limited to Supplier's financial resources, past performance with UC, references from other customers, experience, organization, personnel, technical skills, operational controls, sustainable offerings and practices, supplier diversity, equipment, and quality control.

C. UC Sustainable Practices Policy

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The University values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, product, service, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

1. Packaging Requirements: Packaging for all products procured by the University must be designed, produced, and distributed to the end user in a sustainable manner. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - Uses bulk packaging;
 - Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - Maximizes recycled content and/or meets or exceeds the minimum post-consumer content

level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;

- Uses locally recyclable or certified compostable material.

The University has prohibited the use of Expanded Polystyrene (EPS) in foodservice facilities for takeaway containers. By 2020, the University will prohibit the sale, procurement, and distribution of expanded plastic foam materials [such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids] at all UC locations other than that utilized for laboratory supply or medical packaging and products where there is no functional alternative.

2. Environmental Marketing Claims: The University requires all sustainability related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims.

D. California Public Records Act

All proposals, supporting materials and related documentation are subject to the California Public Records Act. Marking a document "confidential" or "proprietary" may not prevent its release.

E. Insurance Requirements

If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFx.

F. Errors & Omissions

Supplier should immediately notify UC of any apparent discrepancy, error, omission, ambiguity or lack of clarity in this RFx, any attachments, references and amendments. Supplier will not be entitled to compensation for any error or discrepancy that appears in this RFx.

G. Federal and State Water and Air Pollution Laws

UC will not contract with entities in violation of Federal or State water or air pollution laws. To determine if the State of California has a record that Supplier is in violation of California pollution laws, Supplier may contact the California Air Resources Board and California Water Resources Control Board. Supplier must disclose on an addendum to its Proposal any open violations of water or air pollution laws, along with Supplier's action plans to remedy the violations.

H. Collusion among Suppliers

Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, UC will reject all proposals involved in the collusive action.

I. Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing agreements with other Suppliers, or may be outside the scope of this RFx and may not be included in any awarded contract or may be included on a limited basis.

J. Disqualification

UC may disqualify any Supplier that does not adhere to the provisions in this Required Supplier Information.

K. Multiple Proposals

Supplier may not submit or be interested in more than one proposal for the same RFx; provided, however, that a person or firm that submitted a sub-proposal to a Supplier or who has quoted prices for goods and/or services to a Supplier is not thereby disqualified from submitting a sub-proposal quoting prices to other Suppliers.

L. Specifications and Exceptions

1. Unless documented as an Exception, the submission of a Proposal will confirm Supplier's acceptance of all RFx Specifications. In documenting an Exception to the RFx Specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFx Specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFx Specifications. If Supplier does not document an Exception regarding the RFx Specifications and it is found that goods and/or services delivered do not meet the RFx Specifications, Supplier will be required to correct same at Supplier's expense.
2. Unless documented as an Exception, Supplier's submission of a Proposal confirms acceptance of UC's Guidelines and Contract Documents. In documenting an Exception to the Guidelines or Contract Documents, Supplier must itemize in detail any exceptions taken to the Guidelines or Contract Documents and provide alternative language or provisions for UC to review. UC will not consider the submission of Supplier's terms and conditions to be documentation of an Exception. UC reserves the right to modify the Guidelines and Contract Documents as it deems necessary either before or during any negotiations with Supplier until mutual agreement is achieved.
3. Supplier is cautioned that if UC does not approve Supplier's request for Exception to the RFx Specifications and/or Guidelines and Contract Documents, and Supplier does not withdraw the request, the Proposal may be deemed non-responsive and ineligible for contract award.

M. Complaints and Protests

Controversies over the solicitation or award of a contract are covered by University of California Policy <https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>, which is posted online. The policy requests that a party with a complaint regarding the solicitation or award of a contract first attempt to resolve the complaint with the University contracting officer involved in the transaction.

If the complaint cannot be resolved informally, the complainant may file a formal written protest with the University contracting officer who will escalate this protest to the proper authority. Complainants should use the phrase "Formal Bid Protest" in the communication's subject line to indicate the intent to escalate the complaint. Under UC policy, formal written protests must be filed promptly (and in any event within two calendar weeks after the complainant knows or should have known the facts giving rise to the protest).

N. Offshoring of Services

Supplier must do one of the following in its Proposal:

1. Certify *under penalty of perjury* that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
2. Describe in its bid any parts of the services that will be performed by workers outside of the United States.

Additionally, UC will not, as a part of the contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agree to the warranties in Article 6(I) of UC's Terms & Conditions of Purchase.



UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE**(a) e-Procurement System Responsibilities.**

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a **[specify hosted, Punch-out, or both]** catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than **[number]** catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: **[insert number of times Supplier can change its content; quarterly or biannually would be recommended]**
- Price Changes: **[insert number of times Supplier can change its price; once per year would be recommended]**

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **[insert number, 10 is the minimum]** working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Promotional Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier’s products and services to Participating Public Agencies through

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP



THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

ADMINISTRATION AGREEMENT**Exhibit B****MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care

ADMINISTRATION AGREEMENT**Exhibit B, continued**

services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

ADMINISTRATION AGREEMENT

Exhibit B, continued

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

CONTRACT SALES REPORTING TEMPLATE

[illegible]

ADMINISTRATION AGREEMENT

Exhibit D

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.

ACH Instructions

ACH Information For: OMNIA Partners, LLC

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362675998

Regular, Courier or Delivered Mail for Checks

OMNIA Partners
ATTN: Controller
5001 Aspen Grove
Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.

OMNIA PARTNERS EXHIBITS
EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor”

OMNIA PARTNERS EXHIBITS
EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

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10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days’ written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

<u>Participating Public Agency:</u>	<u>OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:</u> NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC
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<hr/> <div>Authorized Signature</div> <hr/> <div>Name</div> <hr/> <div>Title and Agency Name</div> <hr/> <div>Date</div>	<hr/> <div>Signature</div> <div>Sarah E. Vavra</div> <hr/> <div>Name</div> <div>Sr. Vice President, Public Sector Contracting</div> <hr/> <div>Title</div> <hr/> <div>Date</div>
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OMNIA PARTNERS EXHIBITS
EXHIBIT E – CONTRACT SALES REPORTING TEMPLATE

<div>OMNIA® PARTNERS</div>			Supplier Name:			Total Sales	\$0.00											
			Contract Number:			Admin Fee %												
			Reporting Period:			Total Admin Fee	\$0.00											
			Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	FOR OMNIA USE ONLY		Wildcard

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

OMNIA PARTNERS EXHIBITS
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(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a

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contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

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provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
 BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
 BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

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to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

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Email Address: _____

Signature of Authorized Representative: _____ Date: _____

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the

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SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

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including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal

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entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than

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once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part

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200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

- b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of thissection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

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contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

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as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

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employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

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manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

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15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

☐

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

☐

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MCBRIDE-PRINCIPLES



**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT H - ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT

DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT

KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LONDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT

PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT

WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER

CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR

ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR

WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDOPARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT

HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

[illegible]

[illegible]

[illegible]

1. Price Sheet Tab - Complete each Column with price per each, based on the Column Headings.
2. Price Sheet Tab - If there is a minimum order for the item, specify the minimum quantity and price per each in the Quantity 1 Column.
3. T-shirts Only Tab - Complete all Columns. This tab will not be evaluated but will be taken into consideration when requesting quotes from Awarded & licensed suppliers.

Instructions for OMNIA Partners Exhibit B – This document is an example of a Standard Administration Agreement between the awarded Supplier(s) and OMNIA Partners. Submission of a proposal affirms Supplier’s understanding of the requirements of the Request for Proposal. Exhibit B – Federal Funds Certifications Form – Instructions for Exhibit F&G – Federal Funds Certifications New Jersey Business,Exhibit F – The Federal Funds Certifications form for participating agencies seeking to use federal funds to purchase under the agreement acknowledge that you reviewed all of the below. Omnia Partners Exhibit C – For information only. The Master Intergovernmental Cooperative Purchasing Agreement is the agreement Participating Agencies, wanting to purchase goods and services from the Supplier, must agree to. Supplier must provide a brief history and description of Supplier to include experience providing similar products and services.	0.200%	-	
Provide the total number of locations and salespersons employed by Supplier.	0.200%	-	
Provide the location of the corporate office of the Supplier.	0.000%	-	
Provide a brief history and description of Supplier to include experience providing similar products and services.	0.500%	-	
Provide the total number of locations and salespersons employed by Supplier.	0.500%	-	
Provide the location of the corporate office of the Supplier.	0.500%	-	
Provide the annual sales for the three previous fiscal years.	0.200%	-	
Provide and submit a FEIN and Dunn & Bradstreet report.	1.250%	-	
Describe any diversity programs or partners supplier does business with and Participating Agencies may use diverse partners through the Master Intergovernmental Cooperative Purchasing Agreement. Indicate how, if at all, pricing changes when using the diversity programs.	0.200%	-	
Indicate if supplier holds any of the following certifications in any classified contract and include proof of such certifications as an attachement.	0.000%	Minority Women Business Enterprise	Selected
Indicate if supplier holds any of the following certifications in any classified contract and include proof of such certifications as an attachement.	0.000%	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	Selected
Indicate if supplier holds any of the following certifications in any classified contract and include proof of such certifications as an attachement.	0.000%	Historically Underutilized Business Zone Enterprise (HUBZone)	Selected
Indicate if supplier holds any of the following certifications in any classified contract and include proof of such certifications as an attachement.	0.000%	Historically Underutilized Business (HUB)	Selected
Indicate if supplier holds any of the following certifications in any classified contract and include proof of such certifications as an attachement.	0.000%	Other recognized diversity certificates	Selected
Describe any relationships with subcontractors or affiliates intended to be used in providing services and identify if subcontractors meet minority-owned standards. If any, list which certificates subcontractors hold and certifying agencies.	0.200%	-	
Describe how supplier differentiates itself from its competitors.	0.200%	-	
Describe any present or past litigation, bankruptcy or reorganization involving supplier.	0.200%	-	
Penalty Conviction Notice: Indicate if the supplier:	0.200%	-	Selected
Describe any debarment or suspension actions taken against supplier.	0.200%	-	

ditional (i.e. NIGP Annual Forum, NPI Conference, etc.) regional (i.e. Docusign Envelope ID: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA onal NIGP Chapter Meetings, regional Cooperative Summits, etc.) and	0.200%	No	Select
confirm commitment to attend, exhibit and participate at the NIGP Annual m in an area reserved by OMNIA Partners for partner suppliers. Booth e will be purchahsed and staffed by Supplier. In addition, please confirm	0.200%	Yes	Select
confirm commitment to attend, exhibit and participate at the NIGP Annual m in an area reserved by OMNIA Partners for partner suppliers. Booth e will be purchahsed and staffed by Supplier. In addition, please confirm	0.200%	No	Select
confirm commitment to design and for the publication of national and onal advertising in trade publications throughout the term of the Master ement.	0.200%	Yes	Select
confirm commitment to design and for the publication of national and onal advertising in trade publications throughout the term of the Master ement.	0.200%	No	Select
confirm commitment for ongoing marketing and promotion of the Master ement throught its term (case studies, collateral pieces, presentations, motions, etc.)	0.200%	Yes	Select
confirm commitment for ongoing marketing and promotion of the Master ement throught its term (case studies, collateral pieces, presentations, motions, etc.)	0.200%	No	Select
confirm commitment for a dedicated OMNIA Partners internet web-based epage on Supplier's website that includes the OMNIA Partners standard Copy of Original Request for Proposal, Copy of the Master Agreement and	0.200%	Yes	Select
confirm commitment for a dedicated OMNIA Partners internet web-based epage on Supplier's website that includes the OMNIA Partners standard Copy of Original Request for Proposal, Copy of the Master Agreement and	0.200%	No	Select
scribe how supplier will transition any existing Public Agency customers' unt, at the Public Agnecy's request, to the Master Agreement available nally through OMNIA Partners.	0.200%	-	
clude a list of current cooperative contracts (regional and national) lier holds and describe how the Master Agreement will be positioned ng the other cooperative agreements	0.200%	-	
knowledge Supplier agrees to provide its logo(s) to OMNIA Partners and es to provide permission for reproduction of such logo in marketing munications and promotions.	0.200%	Acknowledged	Select
knowledge Supplier agrees to provide its logo(s) to OMNIA Partners and es to provide permission for reproduction of such logo in marketing munications and promotions.	0.200%	Not agreed to	Select
knowledge that use of the OMNIA Partners logo will require permission eproductions.	0.200%	Acknowledged	Select
knowledge that use of the OMNIA Partners logo will require permission eproductions.	0.200%	Not agreed to	Select
confirm that Supplier will be proactive in direct sales of Suppliers goods and ces to Public Agencies nationwide and the timely follow up to leads ublished by OMNIA Partners. All sales materials are to use the OMNIA	0.200%	Confirmed	Select
confirm that Supplier will be proactive in direct sales of Suppliers goods and ces to Public Agencies nationwide and the timely follow up to leads ublished by OMNIA Partners. All sales materials are to use the OMNIA	0.200%	Not confirmed	Select
confirm that the Supplier will train its national sales force on the Master ement. At a minimum, sales training should include key features of the er Agreement, working knowledge of the solicitation process, awareness	1.250%	Confirmed	Select
confirm that the Supplier will train its national sales force on the Master ement. At a minimum, sales training should include key features of the er Agreement, working knowledge of the solicitation process, awareness	1.250%	Not confirmed	Select
id the contract with the supplier of the			

er Agreement without further formal solicitation, there may be DocuSign Envelope ID: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA instances where Public Agencies will issue their own solicitations. The	0.000%	higher than the Master Agreement	Sele
en though it is anticipated many Public Agencies will be able to utilize the er Agreement without further formal solicitation, there may be instances where Public Agencies will issue their own solicitations. The	0.000%	only in the unlikely event that the Option 4 - If alternative or multiple proposals are permitted, respond with pricing higher than Master	Sele
ase describe your strategy in detail on your selections from the previous tion. Attach a document if it provides a better format of response.	0.200%	-	
n you describe your sourcing process for apparel products and the rator/screenprint partner?	0.200%	-	
e there any apparel brands that you currently do not have access to?	1.250%	-	
e you able to produce PMS colors on garments and other promotional ucts to match exact customer required marks?	0.200%	-	
ase outline your quality assurance process to ensure that logos and ns maintain their integrity before going to print/production.	0.200%	-	
scribe project initiation and the kick-off process for new promo orders.	0.200%	-	
you have defined templates and models for creating designs, generating es, or outlining project costs?	0.200%	-	
w do you provide resources/account management for a project? Is there imum level of experience required for staff and personel alloted to The	0.200%	-	
w do you outsource or provide offshore resources for any component of ervices requested? Please describe how you utilize off-shore suppliers resources, and how this is communicated to The UC.	0.200%	-	
scribe your experience in, and approach to, managing client relationships upport for the entire project lifecycle from initial engagement, production, tics, quality assurance, and on-going client maintainence.	0.200%	-	
scribe communication tools you use internally for workflows and project approvals.	0.200%	-	
e there any communication or project management tools you use with nal clients? Please describe the ideal communication flow between ts and your firm.	0.200%	-	
l there be a defined point of contact for UC's systemwide relationship, what are the expectations for availability and alloted time to account as other clients?	0.200%	-	
w are resources and support staff determined for client? Will there be a " or "point" person defined for UC projects?	0.200%	-	
ensing requirements may be difficult to obtain at campuses. Code of uct for trademark licensees impacts these requirements. In light of those ts, do you have membership with any of the following entities?	5.000%	Worker Rights Consortium	Sele
ensing requirements may be difficult to obtain at campuses. Code of uct for trademark licensees impacts these requirements. In light of those ts, do you have membership with any of the following entities?	5.000%	Fair Labor Association	Sele
ensing requirements may be difficult to obtain at campuses. Code of uct for trademark licensees impacts these requirements. In light of those ts, do you have membership with any of the following entities?	5.000%	Any International Accords for Worker Safety.	Sele

DocuSign Envelope ID: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA How many campuses would be included in this list?	10.000%	-	
Please describe your process for quoting freight (local, domestic and international).	10.000%	-	
Please tell us how you account for royalties in your quotes and with the customer.	5.000%	-	

DocuSign Envelope ID: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA						
	Certification (http://americanconsumerCouncil.org/greenc.asp)	Yes	Yes			No
	Green Business Bureau (https://greenbusinessbureau.com/how-gbb-certification-works/)	Yes	Yes			No
	B-Corporation (https://bcorporation.net/certification)	Yes	Yes			No
Multi Line	Other	Yes	Yes			No
		Yes	No		3.333%	No
ns - Single	Yes	Yes	No	1	3.333%	No
ns - Single	No	Yes	No	1	3.333%	No
s - Multiple	Small Business Enterprise (SBE)	Yes	No	1	3.333%	No
s - Multiple	Disadvantaged Business Enterprise (DBE)	Yes	No	1	3.333%	No
s - Multiple	Women-owned Business Enterprise (WBE)	Yes	No	1	3.333%	No
s - Multiple	Minority Business Enterprise (MBE)	Yes	No	1	3.333%	No
s - Multiple	Veteran-owned Business Enterprise (VBE)	Yes	No	1	3.333%	No
s - Multiple	Disabled Veteran-owned Business Enterprise (DVBE)	Yes	No	1	3.333%	No
s - Multiple	Other	Yes	No	1	3.333%	No
s - Multiple	None	Yes	No	1	3.333%	No
Single Line		No	No		3.333%	No
Multi Line		Yes	No		3.333%	No

Multiple Lines - Multiple	or packaging, waste, or utilizes packaging that is a component of the product.				3.333%	No
Multiple Lines - Multiple	d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines	Yes	No	1	3.333%	No
Multiple Lines - Multiple	e. Uses locally recyclable or certified compostable material.	Yes	No	1	3.333%	No
Multi Line		Yes	Yes			No
Multi Line		Yes	No		3.333%	No
Multiple Lines - Single	Currently comply: company and all partnered suppliers do not use any expanded plastic foam materials in primary or secondary packaging. Exemption requested: company and partnered suppliers use expanded plastic foam in some components of packaging. Will apply for an	Yes	No	1	3.333%	No
Multiple Lines - Single		Yes	No	1	3.333%	No

DocuSign Envelope ID: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA			2.00	6.00%	
	No	Yes			
	No	Yes	3.00	6.00%	
	No	Yes	1.00	7.00%	
	No	Yes	2.00	7.00%	
	No	Yes	3.00	7.00%	
	No	Yes		8.00%	
	No	Yes		9.00%	
52	No	Yes	This question type is not supported on the Excel file. You must provide scores in application		10.00%
53	No	Yes			11.00%
54	No	Yes			12.00%

Refer this sheet for identifying attachment name against each Attachment ID

[illegible]

How do you provide resources/account management for a project? Is there a minimum level of experience required for staff and personnel allotted to The	4.999%	-	
How do you outsource or provide offshore resources for any component of services requested? Please describe how you utilize off-shore suppliers resources, and how this is communicated to The UC.	8.333%	-	
Please describe your experience in, and approach to, managing client relationships support for the entire project lifecycle from initial engagement, production, analytics, quality assurance, and on-going client maintainence.	8.333%	-	
Please describe communication tools you use internally for workflows and project approvals.	8.333%	-	
Are there any communication or project management tools you use with external clients? Please describe the ideal communication flow between clients and your firm.	8.333%	-	
Does the project require local dedicated contacts, specific for each campus. Will there be a defined point of contact for UC's systemwide relationship, and what are the expectations for availability and allotted time to account versus other clients?	15.000%	-	
How are resources and support staff determined for client? Will there be a "lead" or "point" person defined for UC projects?	8.333%	-	

DocuSign Envelope ID: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA Is your e-commerce functionality planned for the near future? If so, please describe.	2.000%	-	
Future e-Commerce Capabilities: If you are not currently e-Commerce enabled, when do you plan to be? Please specify your planned capabilities in: Catalog type(s) (i.e., hosted and/or punch-out), shopper experience (for punch-out)	5.000%	-	
e-Commerce Test System: Do you have a dedicated test system, where you develop and test eCommerce integrations/enablers?	1.000%	-	
Campus-Specific Catalog: Campus Standards: Upon campus request, can you curate campus-specific standards, e.g. only Hanes t-shirts AND/OR polos, e.g. new employee swag and then offer them in the punchout on the catalog?	4.000%	-	
Quote Functionality: Does your platform support quote-retrieval (the ability for a customer to retrieve a quote, through your punch-out catalog, in order to populate a Shopping Cart)? If can this quote also be requested through the punchout?	6.000%	-	
Quote Functionality: If your system supports Quote Functionality, please indicate whether these quoted items are passed back as a single line, or as multiple line items to the cart? And if the single/multiple line option can be configured?	2.000%	-	
Configurable Items: Does your platform support custom configuration of items (Examples: custom campus-specific colors OR campus logos (if permitted)), within the punch-out shopping experience? Please explain your configuration.	6.000%	-	
Configurable Items: If your system supports custom Configurable Item functionality within the Punchout, please indicate whether these items are passed back as a single, or as multiple line items to the cart? Can the configuration be saved?	2.000%	-	
Product Blocking: Can your system block products in your punchout catalog, based on particular attributes and campus-specific rules? If so, based on what criteria (1) UNSPSC Code, e.g., non-apparel, (2) Product Category, e.g., t-shirts?	6.000%	-	
Product Blocking: Non-Contracted Items: Can you block all but contracted items from a campus' punchout catalog, if requested? Please explain.	3.000%	-	
Product Filtering: Does your punchout platform provide the ability to filter products within the shopping experience? This would be based on particular attributes and campus-specific rules. If so, based on what criteria?	3.000%	-	
Product Flagging: Does your platform provide the ability to flag given products, denoting particular qualities (e.g. recycled content) or certifications (e.g. Prop 65 Compliant) within the shopping experience? Please answer for the punchout.	5.000%	-	
Product Flagging: If your platform provides the ability to flag given products, do you return the flags back into the e-commerce system's shopping experience? Does this differ between the hosted/punch-out catalogs?	2.000%	-	
Logo/Design Preload: Does your platform allow campus-specific logos/designs to be pre-loaded into the eCommerce Punchout platform and then offered as an option for customization to the shopper, e.g., UCSD Health Center?	5.000%	-	
Color Pre-Load: Does your platform allow campus-specific colors to be pre-loaded into the eCommerce Punchout platform and then offered to the shopper?. e.g. UCLA Bruin Blue would be an available color for a UCLA t-shirt?	5.000%	-	
UNSPSC Codes: What version of UNSPSC Codes does your e-commerce platform use? And how often are they updated?	1.000%	-	
Disaster Handling/Recovery: What is your failure and recovery plan for a situation where your system(s) go(es) down, affecting access to shopping, PO or invoice transmission/receipt? Please describe.	5.000%	-	
e-Commerce System Security: What security do you have in place to guard sensitive information, such as purchaser name or credit card information, in your B2B platform?	5.000%	-	
Invoicing/Credit Capabilities: Please describe the invoicing and credit capabilities for your e-Commerce platform. Address electronic transactions (cXML or EDI) or other paperless processes you support. The UC	5.000%	-	

Certificate Of Completion

Envelope Id: 10991596-DC84-45EF-ABE2-DC8E0AFA1FFA

Status: Sent

Subject: Council Legislation - Interlink Innovations

Source Envelope:

Document Pages: 339

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

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prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Alla Cross

alla.cross@nashville.gov

Security Level: Email, Account Authentication
(None)

Alla Cross

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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ID: d1b2b514-6995-403e-9271-cc3cdf4deb76

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 3/3/2025 3:18:48 PM

Viewed: 3/4/2025 8:26:48 AM

Signed: 3/4/2025 8:29:19 AM

Electronic Record and Signature Disclosure:

Accepted: 3/4/2025 8:26:48 AM

ID: e16e9c0e-190a-433a-bacf-6de1f4778823

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication
(None)

Tessa V. Ortiz-Marsh

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Sent: 3/4/2025 8:29:35 AM

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Signed: 3/4/2025 9:23:03 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 3/4/2025 9:22:55 AM ID: 2dc1fc00-fa5c-4792-8bb7-da10b71e1c8f		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/4/2025 9:23:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/4/2025 8:01:19 AM
ID: de6a7f86-e593-4933-a50e-83d113fad6db

Tessa V. Ortiz-Marsh
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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/4/2025 9:22:55 AM
ID: 2dc1fc00-fa5c-4792-8bb7-da10b71e1c8f

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 3/3/2025 12:33:26 PM
ID: 64dfa091-cbb0-43d9-b427-a7fbbb735604

Terri Ray
terri.ray@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/3/2025 2:53:28 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		