

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 09/16/25

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Clean Harbors Environmental

Services, Inc., for hazardous and medical waste disposal for the Department of General Services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Elizabeth Jefferson</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>9/3/2025 11:46 AM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Clean Harbors Environmental Services, Inc., for hazardous and medical waste disposal for the Department of General Services.

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 Clean Harbors Environmental Services, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; 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 Clean Harbors Environmental Services, Inc., 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/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

Cantlon, Judy (Finance - Contract Compliance)

From: General Services <noreply@formresponse.com>
Sent: Wednesday, July 16, 2025 12:55 PM
To: Finance – Procurement Resource Group
Subject: Re: Cooperative Request Form - General Services

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Cooperative Request Form

What is your name? Randy Gannon

What is your department? General Services

What is your email address? randy.gannon2@nashville.gov

What is your phone number? (615) 862-8609

In addition to your department, will other Metro departments be utilizing this cooperative? No.

If other Metro departments will be utilizing this cooperative, list them here:

How much do you estimate spending on this cooperative contract? 200,000

Why is this a sole source? Cooperative - Omnia.

Who is the supplier? University of California, CA

Who is the supplier?	Clean Harbors Environmental Services, Inc.
Is the supplier registered in iSupplier?	Yes.
If yes, what is the supplier's ISN?	2701
What is the contract number?	2023.003935
When did the contract start?	12-01-2023
When does the contract end?	12-01-2028
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?	Automotive parts washer services and used automotive fluids disposal/recycling.
Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?	This agreement will provide services to Metro Nashville at a nationally leveraged rate that would not be improved upon nor potentially even matched by a standalone Metro Nashville RFP/ITB solicitation.
Upload the original contract from the lead agency.	Clean Harbors MAD 2023.003937 Omnia.pdf
Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?	No.
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. [7.UC_Systemwide_Hazardous_Medical_Waste_003101-Mar2023_combined.pdf](#)

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**

You can [edit this submission](#) and [view all your submissions](#) easily.

Attachments: Because the total size is more than **10MB** the uploads are not attached.



Cooperative Request Review

This cooperative request for **hazardous and medical waste disposal via Omnia contract 2023.003937¹** is recommended for approval.

The anticipated project value is **\$200,000.00**. The estimated savings to Metro via this cooperative is **\$30,071.00**.

The cooperative was requested by **General Services**; 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 **University of California**. **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 15 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$30,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley
07/25/2025

¹ The request form incorrectly lists the contract number as 2023.003935.



Cooperative Request Signature Form

Co-Op Request Number	C2026004
Date Received	July 16, 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

7/25/2025 | 9:56 AM CDT

Date Signed





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Purchasing Agreement

As a result of Request for Proposal for UC Systemwide Hazardous and Medical Waste # 003101-Mar2023, 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 corporation (“UC”) on behalf of the University of California, and **Clean Harbors Environmental Services, Inc.** (“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 term of the Agreement will be from **12/1/23** and through **12/1/28** 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 **12/1/23** and through **12/1/28** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five (5)** successive **one (1)** -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.

- b) Either party may terminate the Agreement for convenience by giving at least **thirty (30)** calendar days’ written notice. The supplier will continue to provide service to UC until the UC location is ready to change to another supplier. Supplier agrees to work with UC location to make service transition as smooth as possible.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **fifteen (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.

Invoicing Method



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Purchasing Agreement

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method:

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows:

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

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: UC shall make all payments within thirty (30) days of receipt of invoice.

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]. The Supplier can also provide notice by overnight delivery or by certified mail with return receipt requested at the addresses specified below.

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

Name	Monte Ratzlaff
Phone	510 987 0858
Email	Monte.Ratzlaff@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510 987 0725
Email	Noelle.Vidal@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	Noelle Vidal
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Purchasing Agreement

Phone	510 987 0725
Email	Noelle.Vidal@ucop.edu
Address	1111 Franklin Street, Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Reynaldo A. Cano-Boza Senior Category Manager
Phone	(510) 987-9893
Email	Reynaldo.Cano-Boza@ucop.edu
Address	University of California, Office of the President 1111 Franklin Street, 6 th Floor Oakland, CA 94607

To Supplier (Hazardous Waste Matters):

Name	Mark Mooney Regional VP of Sales – West
Phone	M 408-210-2223
Email	Mooney.Mark@cleanharbors.com
Address	1010 Commercial Street San Jose, CA 95112

To Supplier (Medical Waste Matters):

Name	Brandon Beaver SVP Healthcare Services
Phone	M 781-264-1490
Email	Beaver.Brandon@cleanhabors.com
Address	42 Longwater Drive PO Box 9149 Norwell, MA 02061

To Supplier (General Council):

Name	General Counsel (Urgent Contract Matter)
Phone	781-782-5000
Address	42 Longwater Drive Norwell, MA 02061

6. Intellectual Property, Copyright and Patents



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Purchasing Agreement

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

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

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 – **Clean Harbors Environmental Services, Inc.**

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

None.

14. Records about Individuals



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Purchasing Agreement

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 ____5/4/23____ are attached hereto as Attachment C.

16. Amendments to Appendix – Data Security

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

17. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated _____ is hereby amended as follows:

18. Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation, dated _____ is hereby amended as follows:

19. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. This agreement - UC Systemwide – Clean Harbors Environmental Services 2023.003937
- b. UC Systemwide Pricing
- c. UC Terms and Conditions of Purchase or Contract Addendum – Attachment C 5/4/23
- d. UC – Clean Harbors Statement of Work – Attachment A
- e. Clean Harbors Environmental Services Certificate of Insurance
- f. OMNIA National Agreement (participant/Clean Harbors MSA)
- g. OMNIA National Pricing

20. Entire Agreement



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Purchasing 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

DocuSigned by:
Paul Williams
749DC9E0B1234A9...
(Signature)

Paul Williams
Associate Vice President &
Chief Procurement Officer

(Printed Name, Title)
12/19/2023

(Date)

Clean Harbors Environmental Services, Inc.

DocuSigned by:
Marc McReynolds
B3153BC8976741F...
(Signature)

Marc McReynolds
Senior Vice President

(Printed Name, Title)
12/13/2023

(Date)



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July 18, 2023

Mark Mooney
Regional VP of Sales west
Clean Harbors
1010 Commercial Street
San Jose, CA 95112
408.210.2223
Mooney.Mark@cleanharbors.com

Dear Mark,

SUBJECT: Notice of Intent to Award – (Multiple Award)
RFP # (003101-Mar2023) RFP-UC Systemwide Hazardous and Medical Waste

The University of California (UC) has completed its evaluation of proposals in response to the above-referenced RFP and intends to award a contract to your company. I will represent UC in this regard with appropriate representation from UC and OMNIA Partners members moving forward, and I will contact you soon to begin negotiating the contract. Kindly direct to me all communications regarding this Notice of Intent to Award.

This Notice of Intent to Award is non-binding. UC reserves the right to cancel this Notice of Intent to Award any time before both parties sign a contract. UC and Clean Harbors will go over the contract terms and other requirements. UC will not award a contract if we cannot agree on contract terms.

Clean Harbors must have my written approval to work on a scope of work not covered by an existing campus or systemwide agreement, such as purchasing materials or entering into subcontracts relating to the project, before both parties sign a contract.

I look forward to working with you to put contract terms in place. Please don't hesitate to contact me with any questions about this Notice of Intent to Award.

Sincerely,

A handwritten signature in black ink that reads 'Reynaldo A. Cano-Boza'.

Reynaldo A. Cano-Boza. MBA, CLSSGB, EH&SG
Senior Commodity Manager
Center of Excellence University of California Office of the President
510-987-1438
Reynaldo.Cano-Boza@ucop.edu



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Amendment to Agreement

This Amendment #1 to Agreement 2023.003935 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

- 1) Annual Price Adjustment: Per existing agreement conditions annual rate adjustment language, all contract unit rates will be increased by 4.8%, per Producer Price Index change over previous 12 months: **Waste Collection and Remediation Services** <https://fred.stlouisfed.org/series/WPU50>
- 2) Recovery Fee: Clean Harbors offered a fixed recovery fee for the first year of the agreement. Effective 1/1/25, Recovery Fee will be variable following Clean Harbors standard monthly calculation outlined in contract pricing conditions (discounted by 10%).
- 3) Updated 7.0 UC Pricing Worksheet Clean Harbors is revised, including:
 - a. Reduction of minimum charges on select contract unit rates
 - b. Reduction of unit rate for Consolidated Solids incineration
 - c. Application of annual PPI adjustment to unit rates
 - d. Recovery Fee language update in pricing conditions
- 4) Updated OMNIA National Agreement Pricing
 - a. Application of annual PPI unit rate increases

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of January 1st, 2025.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Paul Williams (Feb 23, 2025 04:31 PST)

Paul Williams

(Printed Name)

Associate Vice-President, Chief Proc. Officer

(Title)

(Date)

Clean Harbors Environmental Services, Inc.

(Signature)

Marc McReynolds

(Printed Name)

Senior Vice President, West Region

(Title)

(Date)

**USFR Compliance Questionnaire
RFP #003101-MAR2023 UC System-
Wide Hazardous and Medical Wast**

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads & Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Notification List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Document
4) Include all required information in the IFB or RFP? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	Time stamped responses
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	YES	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative’s basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	RFP Document (Page 8 under Section II)
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative’s members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	

	<u>YES/NO</u>	<u>COMMENTS</u>
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:	N/A	
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093		
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093		
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	YES	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	
For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.		
10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	

Docusign Envelope ID: 087A5649-F60B-46A5-87A0-2370027418A5

RFP RESULTS BY SUPPLIER CATEGORY

Incinerator Suppliers		EVA.PTS	PRICING	TOTAL PTS
Clean Harbors Environmental Services, Inc.		12,071	5000	17,071
Stericycle		12,046	3127	15,173
Hazardous Waste Broker Suppliers		POINTS	PRICING	TOTAL PTS
Clean Earth Environmental Solutions, Inc.		11,815	5000	16,815
Environmental Logistics, Inc.		11,575	3352	14,927
Triumvirate Environmental Services, Inc		11,717	2551	14,268
Pure Ingenium		11,471	2270	13,741
Daniels Health		10,206	3455	13,661
Advanced Chemical Transport, Inc.		12,052	1211	13,263
Medical Waste Broker Suppliers		POINTS	PRICING	TOTAL PTS
Triumvirate Environmental Services, Inc		11,717	3803	15,520
Daniels Health		10,206	5000	15,206
Pure Ingenium		11,471	3384	14,855
MediWaste		10,538	3321	13,859
Advanced Chemical Transport, Inc.		12,052	1805	13,857
Clean Earth Environmental Solutions, Inc.		11,815	857	12,672
Environmental Logistics, Inc.		11,575	451	12,026



HAZARDOUS AND MEDICAL WASTE
Executive Summary

Lead Agency: University of California

Solicitation: 003101_MAR2023

RFP Issued: April 7, 2023

Pre-Proposal Date: April 19, 2023

Response Due Date: May 12, 2023

Proposals Received: # 4

Awarded to: Clean Harbors Environmental Services, Inc.

The University of California issued RFP 003101_MAR2023 on April 7, 2023, to establish a national cooperative contract for UC Systemwide Hazardous and Medical Waste.

The solicitation included cooperative purchasing language in Section 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.”

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- University of California website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

On May 12, 2023 proposals were received from the following offerors:

- Clean Harbors Environmental Services, Inc.
- Daniels Health
- Environmental Logistics Inc
- Stericycle Inc

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Clean Harbors Environmental Services and proceeding with contract award upon successful completion of negotiations.

The University of California, OMNIA Partners and Clean Harbors Environmental Services successfully negotiated a contract, and the University of California executed the agreement with a contract effective date of December 1, 2023.

Contract includes: Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Value Add: Online Services, Waste Tracking

Term:

Initial five (5)-year agreement from December 1, 2023 through December 1, 2028 with the option to renew for five (5) additional one-year periods through December 1, 2033.

Pricing/Discount: Tiered pricing, and percent off Commercial Price List for Safety-Kleen.



ENVIRONMENTAL SERVICES AGREEMENT

This Environmental Services Agreement (“**Agreement**”) is made this ___ day of _____ 20 ___, (“**Effective Date**”) by and between _____, with an address of _____, and its affiliates and subsidiaries (“**Customer**”), and Clean Harbors Environmental Services, Inc., with an address of 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149, and its affiliates and subsidiaries (“**Clean Harbors**”).

WHEREAS, Customer desires to engage Clean Harbors to provide certain Services and Customer and Clean Harbors desire to establish the terms and conditions pursuant to which such Services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1. Services

This Agreement shall govern all Services provided by Clean Harbors to Customer including, but not limited to, site remediation services, field services, industrial maintenance services, lab pack and waste transportation and disposal services (individually and collectively referred to herein as “**Services**”). Services performed under this Agreement shall not include emergency response services, except to the extent the parties have agreed to and executed an Emergency Response Rider. This Agreement shall not obligate Clean Harbors to provide Services but shall govern all orders for Services issued by Customer and which are accepted by Clean Harbors. In the case that Customer wishes to procure Emergency Response Services, Customer acknowledges, agrees and accepts the terms and conditions in the Emergency Response Rider, attached hereto as Exhibit A. Emergency Response Services shall be expressly subject to the Emergency Response Rider.

Clean Harbors and Customer agree that each party’s franchisees, licensees, affiliates and subsidiaries (each a “**Participating Entity**”) shall have the right become a party to the Agreement in order to perform or procure Services hereunder. If a Participating Entity wishes to perform or procure Services, the Participating Entity shall be bound by the terms and conditions of this Agreement. There shall be no joint and several liability by and among Clean Harbors, Customer or any Participating Entity. Clean Harbors, Customer and any Participating Entity shall be solely responsible for their respective rights, liabilities and obligations related to this Agreement. The term of any agreement with any Participating Entity shall not extend beyond the expiration or earlier termination of this Agreement.

If Services are being performed in Canada, the parties agree that payment shall be made in CAD, and Section 11(L) shall be deleted and replaced with the following:

“The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the province in which the Services are performed for any disputes arising under this Agreement.”



Article 2. Term and Termination

This Agreement shall commence on the Effective Date and continue for a period of one (1) year and continue for one (1) year periods thereafter (“**Term**”), provided, however, that either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

Article 3. Price and Payment Terms

- A. The payment terms set forth herein are contingent upon the approval of Clean Harbors’ credit department. In the event of a change in Customer’s financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at a given time shall not constitute a waiver of Clean Harbors’ continuing right to do so.
- B. Clean Harbors and Customer shall agree upon the price for Services to be performed hereunder prior to the commencement of the Services by Clean Harbors. In the event Customer terminates this Agreement prior to the completion of Services, Customer shall pay Clean Harbors for Services performed through the date of termination, plus reasonable demobilization charges.
- C. Payment terms shall be net thirty (30) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by Clean Harbors to collect any payments due under this Agreement, including reasonable attorneys’ or collection agency fees.
- D. Clean Harbors may increase pricing upon thirty (30) days written notice to the Customer.
- E. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly.

Article 4. Waste Transportation and Disposal

- A. During the term of this Agreement, Customer may, from time to time, provide to Clean Harbors certain waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in writing, in advance, by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a waste profile sheet or similar document (“**Waste Profile**”) to Clean Harbors completely and accurately describing the waste materials and their characteristics. Upon approval by Clean Harbors, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials that conform to an applicable Waste Profile shall be



referred to herein as “**Conforming Waste.**”

- B. Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be transferred from Customer to Clean Harbors at the time Clean Harbors takes possession of and removes Conforming Waste from the place of transfer, or at the time Clean Harbors accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.
- C. Waste materials which are discovered to be Non-Conforming Waste may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to Non-Conforming Waste shall remain at all times with Customer. Waste materials shall be considered “**Non-Conforming Waste**” for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.
- D. Waste materials discovered by Clean Harbors to be Non-Conforming Waste, if in Clean Harbors possession, shall be prepared for lawful transportation by Clean Harbors and returned to Customer within a reasonable time after rejection by Clean Harbors, unless the parties agree to an alternative and lawful manner to dispose of the Non-Conforming Waste. Customer shall pay Clean Harbors at agreed rates for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste.
- E. Nothing contained within this Agreement shall be construed or interpreted as requiring Clean Harbors to assume the status of “Generator,” as that term appears within any federal, state, local or provincial statute or regulation governing the treatment, storage and disposal of waste materials. Customer, as applicable, shall assume the responsibility for compliance with the provisions of any federal, state, local or provincial statute or regulation as such shall apply to “Generators.”
- F. Without limiting the foregoing, Customer hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous waste and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

Article 5. Customer Warranties

- A. Customer warrants that it is under no legal restraint or order which would prohibit the performance of the Services by Clean Harbors. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the location where the Services are to be performed. Customer warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which Customer has or should have knowledge.



- B. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or waste and other substances or hazards likely to be present and any other reports, documentation, plans, maps, drawings, or other information concerning the Services location or scope of Services which may reasonably be provided to Clean Harbors. Customer shall be responsible for repairs to all private property, structures, roadways and rights-of-way required for Clean Harbors' performance of the Services.
- C. Customer warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to Clean Harbors will conform to such description; that containers of waste materials transferred to Clean Harbors will be marked, labeled and otherwise conform to all applicable federal, state and local laws, regulations, by-laws or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraint or order which would prohibit transfer of possession or title of such materials to Clean Harbors for transportation and disposal; and that it has communicated and will communicate to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.
- D. Clean Harbors shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown, not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Clean Harbors in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the scope of Services or information furnished to or obtained by Clean Harbors; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered in Clean Harbors' work. Should Clean Harbors encounter any of the foregoing conditions, Clean Harbors shall be entitled to an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions.
- E. Customer agrees that Clean Harbors shall not be responsible or liable for pre-existing contamination at any Services location.

Article 6. Indemnification and Liability

- A. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state, or local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision



of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

- B. Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state or local laws, regulations, by-laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

- C. Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

- D. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CLEAN HARBORS AND ITS DIRECTORS', OFFICERS' AND EMPLOYEES' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SERVICES, OR THE SERVICES LOCATION, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CLEAN HARBORS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- E. Customer shall give written notice to Clean Harbors of a claim for indemnification under Section 6 within a reasonable time following Customer's first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, and determination by Clean Harbors that Customer has a valid claim for indemnification, Clean Harbors shall have the right to retain counsel to defend, negotiate, adjust, and/or settle the claim against Customer. Clean Harbors has no obligation to indemnify Customer if Customer does not provide timely notice of the claim, which shall not exceed thirty (30) days following Customer's first knowledge of the event or occurrence which gives rise to the claim. Customer will cooperate with and/or assist Clean Harbors, as requested, with Clean Harbors' defense, negotiation, adjustment and/or settlement of a third-party claim.



Article 7. Insurance

A. Clean Harbors shall procure and maintain at its own expense during the Term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$1 million
c. General Commercial Liability	\$1 million per occurrence \$2 million aggregate
d. Automobile	\$1 million combined single limit
e. Contractors Pollution Liability	\$2 million each Claim \$4 million all Claims

B. Clean Harbors agrees to furnish certificates to Customer evidencing these insurance coverages upon written request from Customer.

Article 8. Changes in Work

A. Customer agrees to pay Clean Harbors at the rates set forth in this Agreement (or if no rates are set forth, at Clean Harbors' then published rates) for any changes in the Services requested by Customer, including changes resulting in an increase in costs or expenses, regardless of whether such request by Customer is verbal or in writing.

B. If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or Clean Harbors under this Agreement, or the applicability of any taxes or fees, or the cost or method of handling waste materials, Customer and Clean Harbors shall negotiate in good faith to bring this Agreement into conformance with such change or changes.

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered by Clean Harbors, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, pandemic, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations, orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

Article 10. Notice

Any and all notices, consents, demands, approvals, directives or other communications



required or permitted under this Agreement shall be in writing and be delivered personally or properly mailed via first class certified or registered mail, to the addresses set forth below. Any notice shall be deemed to be properly given: (a) when delivered personally; or (b) two (2) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid.

Customer:

Clean Harbors: Clean Harbors Environmental Services, Inc.
 42 Longwater Drive
 P.O. Box 9149
 Norwell, MA 02061-9149
 Attn: General Counsel (Urgent Contract Matter)

Article 11. Additional Provisions

- A. Clean Harbors is and shall be an independent contractor in the performance of the Services covered by this Agreement.
- B. Unless otherwise agreed to in writing, this is neither a requirements contract nor an output contract.
- C. Customer shall not use Clean Harbors’ trade name, trademarks, brands, or company logo in any form of publicity or release, without Clean Harbors’ consent.
- D. Upon reasonable advance written notice, Clean Harbors and their auditors, shall have the right to audit Customer’s records relating to this Agreement, including data and records of disbursements and other payments. Customer agrees to cooperate with Clean Harbors and their auditors in the performance of any such audit.
- E. Clean Harbors represents that it holds all necessary permits and licenses required for the performance of the Services. CUSTOMER ACKNOWLEDGES THAT CLEAN HARBORS MAKES NO ADDITIONAL WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR BY OPERATION OF LAW, AS TO ANY MANNER OF ANY KIND RELATING TO THIS AGREEMENT OR SERVICES PERFORMED HEREUNDER.
- F. Clean Harbors may subcontract, assign or delegate its rights and responsibilities under this Agreement. Customer shall not assign this Agreement or its rights herein, without the consent of Clean Harbors.



- G. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- H. The paragraph headings in this Agreement are inserted solely for the convenience of the parties and shall not in any manner define, limit or describe the intent or scope or in any manner affect this Agreement. All defined terms herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including but not limited to masculine, feminine and neuter pronouns), as the case may be.
- I. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
- J. This Agreement and any exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. Additional, conflicting or different terms on any order or purchase of Services or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.
- K. The provisions contained in Articles 3, 4, and 5 shall survive and remain in effect following the termination of this Agreement.
- L. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.
- M. Customer and Clean Harbors warrant and represent that the individuals signing on behalf of each party are authorized to bind the respective parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The parties agree that this Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

[Signature Page to Follow]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CUSTOMER

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signature

Signature

Print Name

Print Name

Title

Title



Exhibit A Emergency Response Rider Terms and Conditions

The parties hereto acknowledge that under State and Federal Law, Clean Harbors is afforded certain protections when it responds to spills and discharges of oil or other hazardous materials (“Responder Immunity”). In a response, rapid and decisive action is necessary to contain a spill and responders must initiate a response without prior notice based on limited information. Without Responder Immunity, the enormous financial and liability exposures associated with this work would make the business of responding to spills impracticable. Accordingly, the parties have accepted these terms and conditions to supplement and/or modify the terms of the Agreement between Customer and Clean Harbors to allow for the provision of Emergency Response Services, with the intent of preserving Clean Harbors’ statutorily conferred protections to the greatest extent possible.

1. **SCOPE OF EMERGENCY RESPONSE SERVICES**

- 1.1 Upon agreement to the terms and conditions of this Emergency Response Rider (“Rider”), Clean Harbors agrees to provide certain environmental services (“Emergency Response Services”). Emergency Response Services may include, but are not limited to the following: Containment, recovery, repackaging and removal of materials; Site evaluation, decontamination and restoration; Transportation, storage, treatment or disposal of wastes; Technical services, including sampling, laboratory analysis, and other related services; Standby of personnel and equipment in anticipation of imminent activation; Training and mock spill drill deployments; and unscheduled requests for services.
- 1.2 This Rider shall not obligate Customer to purchase Emergency Response Services from Clean Harbors, nor shall it obligate Clean Harbors to provide Emergency Response Services, but shall govern all orders for Emergency Response Services issued by Customer and which are accepted by Clean Harbors. Clean Harbors will use best efforts to respond to requests by Customer for Emergency Response Services.
- 1.3 This Rider will allow Customer to list Clean Harbors as its provider of Emergency Response Services, as defined in Article 1.1, in emergency response plans and regulatory reporting.
- 1.4 Customer hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous wastes and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit. Customer shall perform or complete all Customer-required regulatory reporting requirements. Clean Harbors shall have no liability for any fines or penalties incurred by Customer as a result of Customer’s noncompliance with any statutory response requirements.
- 1.5 Clean Harbors shall have no obligation to perform or complete any regulatory reporting on behalf of or for the Customer.



2. COMPENSATION

- 2.1 The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.
- 2.2 Customer agrees to pay Clean Harbors for Emergency Response Services in accordance with Clean Harbors' Rate Schedule for emergency response work and the terms and conditions therein ("Rates") in effect at the time Emergency Response Services are rendered. At the request and discretion of Clean Harbors, Customer shall assign to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Emergency Response Services provided under this Rider and in such case Customer shall authorize its insurance company or agent to pay Clean Harbors directly. Customer's obligation to pay amounts due pursuant to this Rider shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.
- 2.3 Clean Harbors will present its first invoice to Customer as soon as possible following commencement of Emergency Response Services provided hereunder, and may issue subsequent invoices every five (5) days thereafter. Customer agrees to pay the full amount of each invoice amount within fifteen (15) days of the date of receipt of said invoice by Customer's Representative.
- 2.4 Customer agrees that interest shall accrue and will be paid to Clean Harbors on any unpaid balance of any invoice after fifteen (15) days of receipt of invoice by Customer at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.
- 2.5 In the event that legal or other action is required to collect unpaid balances of invoices due Clean Harbors, Customer agrees to pay all costs of collection, litigation or settlement incurred by Clean Harbors, including reasonable attorneys fees. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.
- 2.6 In the event that work is suspended or terminated for any reason prior to the completion of the Emergency Response Services, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
- 2.7 Emergency Response Services related to litigation support or testimony in connection with or arising out of the work performed by Clean Harbors hereunder is not within the scope of Emergency Response Services covered by this Rider unless specifically indicated as an add-on service. In the event such services are required and are not indicated as an add-on service, Customer agrees to pay Clean Harbors in accordance with the Rates for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

3. LIABILITY & INDEMNIFICATION

- 3.1 Clean Harbors shall indemnify, defend and hold harmless Customer, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, bodily injury to or death of any person or destruction of or damage to any property, except natural resource and other damages as provided in Section 3.3, which Customer may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Clean Harbors, its agents or employees during the performance of the Emergency Response Services or Clean Harbors' failure to comply with any



laws, regulations or lawful authority, or failure to comply with its obligations under this Rider; except to the extent such liabilities, claims, demands and causes of action result from: (i) Customer's failure to comply with any laws, regulations or other lawful authority; (ii) Customer's failure to comply with its obligations under the Rider; or (iii) the negligence or willful misconduct of Customer, its employees or agents.

- 3.2 Customer shall indemnify, defend and hold harmless Clean Harbors, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which Clean Harbors may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of Customer, its employees or agents or the failure of Customer to comply with any laws, regulations or other lawful authority or the failure of Customer to comply with its duties or obligations under the Rider; except to the extent such liabilities, claims, demands and causes of action result from: (i) Clean Harbors' failure to comply with any laws, regulations or lawful authority; (ii) Clean Harbors' failure to comply with its obligations under the Rider; or (iii) the negligence or willful misconduct of Clean Harbors', its employees or agents during the performance of the Emergency Response Services.
- 3.3 Notwithstanding the foregoing, Customer shall indemnify, defend and hold harmless Clean Harbors, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which Clean Harbors, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of, the release of oil or hazardous substances by Customer.
- 3.4 Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Emergency Response Services by Clean Harbors, its employees, agents and/or subcontractors.
- 3.5 NOTWITHSTANDING ANY TERM OR CONDITION OF THIS RIDER TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CLEAN HARBORS' AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS RIDER, THE EMERGENCY RESPONSE SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CLEAN HARBORS HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

4. **TERMINATION**



4.1 Work Orders issued for performance of services under this Rider may be terminated by either party upon forty-eight (48) hours prior notice to the other party.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE TERMS AND CONDITIONS OF THIS RIDER SHALL ONLY APPLY TO EMERGENCY RESPONSE SERVICES PROVIDED BY CLEAN HARBORS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY UNDERLYING AGREEMENT AND THIS RIDER, THE TERMS AND CONDITIONS OF THIS RIDER SHALL CONTROL WITH RESPECT TO EMERGENCY RESPONSE SERVICES.

Except as specifically amended herein, all other terms and conditions contained in the underlying Agreement shall remain in full force and effect and shall govern the rights and obligations of the parties with regard to other services provided by Clean Harbors.

COMPANY SERVICES

ENVIRONMENTAL SERVICES

TECHNICAL SERVICES

Waste Management

- Airbag disposal
- Bulk waste disposal
- Catalyst Treatment
- Consumer products disposal
- Container management
- Drum waste disposal
- Explosives management
- Hazardous and non-hazardous waste disposal
- Large-scale waste removal and disposal projects
- PCB disposal
- Waste transportation services

Recycling Services

- Chemicals and solvents
- Electronic and obsolete equipment
- Light bulb recycling
- Reuse, recycling and reclamation
- Used oil and oil products

Chemical Packing

- CleanPack® chemical packing
- CustomPack® self-pack program
- Cylinder and compressed gas management
- DEA controlled substance management
- Laboratory moves
- Radioactive services and disposal
- Reactive material services

Household Hazardous Waste Services

- Agricultural and pesticide collections
- Consulting services
- Door-to-door collection programs
- Permanent collection facilities
- Small quantity generator programs
- Special waste events
- Temporary one-day collections
- Universal waste programs

Online Services

- Drum scheduling
- Management reports
- Profile management

InSite Services®

- Customized on-site environmental service
- Environmental program administration
- Management and regulatory reporting

Healthcare Services

- Biohazardous waste
- Compliance services
- Emergency response
- Facility clean-up services
- Hazardous waste
- Laboratory chemical packing
- On-site management programs
- Pathological waste
- Pharmaceutical waste
- Sharps management
- Trace chemotherapy waste

Treatment and Disposal Technologies

- Fuel Blending
- Incineration
- Landfill
- Shredding
- Wastewater Treatment

FIELD SERVICES

Cleaning Services

- Decontamination
- Rail-car cleaning and inspection
- Scarifying and media-blasting
- Steam cleaning
- Tank cleaning

Other Scheduled Services

- Demolition and dismantling
- Excavation and removal
- Facility closures
- Filtration and treatment services
- Maritime services
- Product recovery and transfer
- Remediation services
- Vacuum truck services

Emergency Response

- Biological and infectious agents
- Chemical and hazardous material spills
- Disaster recovery services
- Emergency pump-outs
- Emergency waste disposal
- National response coverage programs
- Oil spill cleanup
- Standby emergency response coverage

SAFETY-KLEEN ENVIRONMENTAL SERVICES

Parts Cleaning Technologies

- Aqueous & solvent chemistries
- Aqueous & Solvent parts washers
- Paint gun cleaners

Products

- Absorbents and wipers
- Antifreeze/coolant, windshield washer fluid
- Oils, lubricants
- Safety-Kleen PROfessional products

Vacuum Services

- Drain, sump, pit and trench cleanouts
- Non-hazardous waste disposal
- Oil water separator services
- Process water disposal
- Sewer water drains
- Spill cleanups
- Tank pump-outs

Emergency Response

- Chemical- hazardous material spill response
- Oil spill response

Containerized Waste Services

- Automotive waste
- Fuel blending
- Hazardous waste
- Incineration services
- Industrial waste
- Landfill disposal
- Universal waste
- Wastewater treatment



COMPANY SERVICES

HPC INDUSTRIAL

Daylighting and Hydro Excavation

- Bell holes
- Daylighting
- Ditching and trenching
- Line locating services
- Pier holing
- Potholing
- Rig cleaning
- Spill cleanup
- Tank cleaning
- Trench and shoring boxes

InSite Services®

- Customized on-site industrial services

Industrial and Specialty Services

- Chemical cleaning
- Chemical hauling
- Decoking and pigging services
- Dewatering and materials processing
- DryAsh™
- Hands Free technologies™
- High-pressure services
- Hydro excavation
- Liquid/Dry vacuum services
- Outage and turnaround services
- Re-Source Solutions
- Ultrasonic cleaning technology

Production Services

- Chemical hauling
- Coil tubing
- Continuous rod services
- Fluids handling, transportation and disposal
- Flush-by services
- Hot oiling
- Hydro vac services
- Pressure trucks
- Solids handling, transportation and disposal
- Vaportight tank production packages

OIL, GAS AND LODGING SERVICES

Seismic Services

- Civil water and sewer infrastructure construction
- Environmental and geotechnical drilling
- Kodiak BAGTRACKER™ system
- Land and aerial surveying (LiDAR mapping)
- Land development
- Line clearing and right of way clearing
- Line locating services
- Mulching and hand cutting
- Seismic drilling
- Seismic line cutting

Surface Rentals

- Auger tank technology
- Centrifuges
- Chemical hauling
- Drill camps and catering
- Drilling fluids recovery systems
- Generators
- Light towers
- Matting
- Sanitherm® water services
- Solids control
- Tank farms
- Wastewater treatment systems
- Wellsite trailers

Lodging Services

- Client closed and open lodges
- Drill camps
- Manufacturing
- Permanent and temporary camps
- Sanitherm® water services
- Wastewater treatment plants

Additional Services

- Downhole production services
- Drilling fluids and solids disposal
- Fracking water treatment and disposal
- Roll off and frac tanks
- Transport production services

SAFETY-KLEEN SUSTAINABILITY SOLUTIONS

Oil Solutions

- Oil collection
- OilPlus™ / Oil delivery
- Oil re-refining

Products

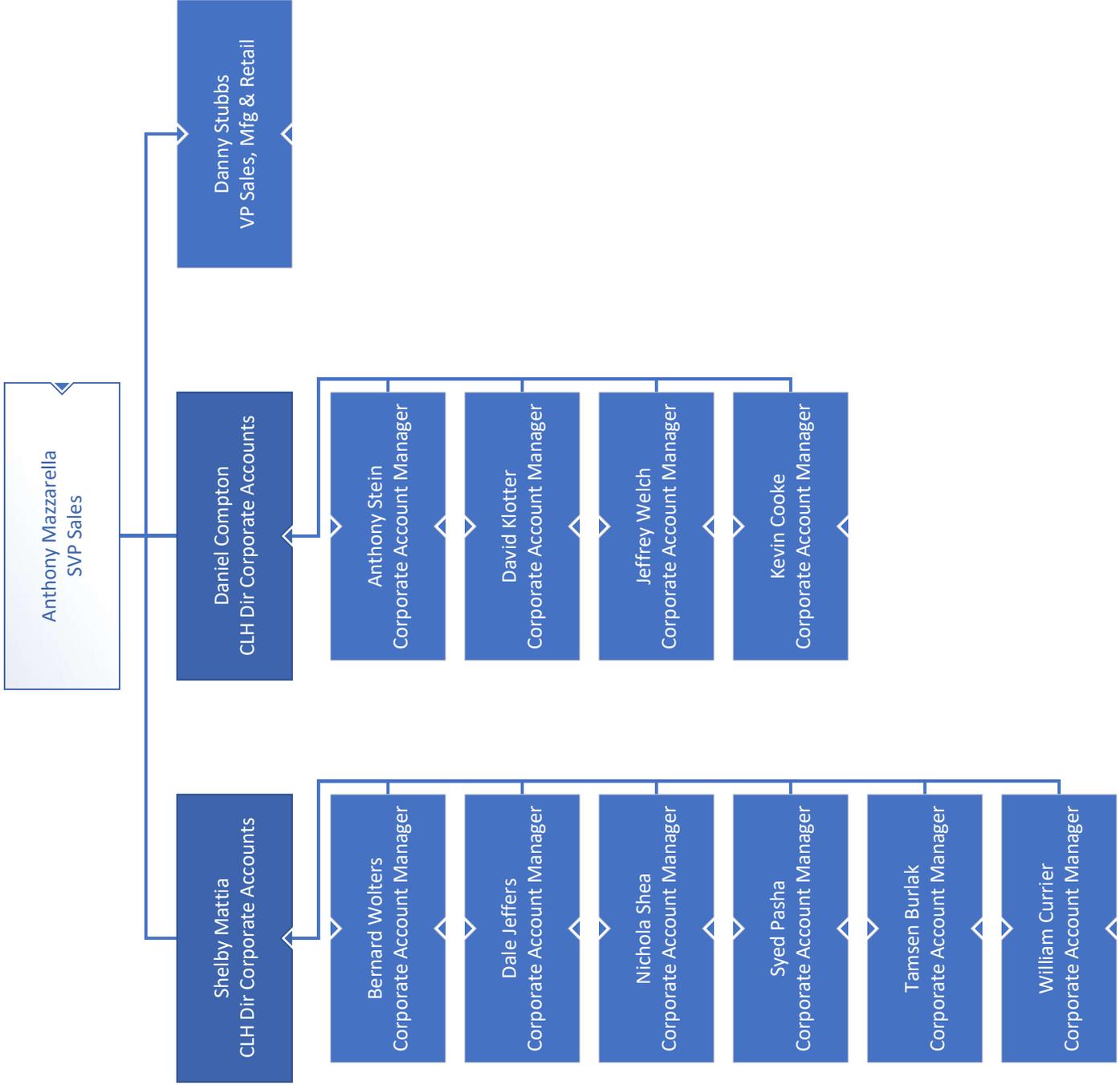
- Base oil
- Blended lubricants
- Byproducts and reprocessed fuel oil (RFO)



UC Clean Harbors

Account Managers years experience

Karen Walsh	7
Celeste Rodgers	19
Kim Carter	30
Sunil Evans	24
Maria Andrade	3
Kelly Kraft	22
Crystal Avila	5
Jennifer Schwartz	5



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Questionnaire Name: * 9.0 Company Structure

Questionnaire Type: Technical

Questionnaire Description: Please provide your small business or company information.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Clean Harbors Environmental Services, Inc.
-	1	* Enter your company's headquarters (actual street address)	28.40%	-	42 Longwater Drive, Norwell, MA 02061 Attached Files : Company Structure Q#4-CH COMPANY SERVICES_041723.pdf
-	2	* If different, the regional office from which the system wide University account would be managed.	23.40%	-	1010 Commercial Street, San Jose, CA 95112
-	3	* Identify the other offices (in-State and out-of-State) that would be involved, from account management through invoicing through truck dispatch locations, with the system-wide University account.	34.50%	-	numerous, see locations at https://www.cleanharbors.com/locations
-	4	* Describe your company's business model (breadth and depth of services offered, even if outside the scope of this RFP) on a single page document. Upload this 1-page document.	13.70%	-	see all services offered in attachment to Q1. above. since no attachment option for Q4.

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Questionnaire Name: *	10.0 General and Technical Capabilities
Questionnaire Type:	Technical
Questionnaire Description:	Please provide your small business or company's general and technical capabilities.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Clean Harbors Environmental Services, Inc.
	1	* Describe your company's capability to provide online profiling and hazardous waste manifest tracking. * Describe if your company is able to provide copies of generator's initial copy of manifests and signed manifests when accepted at the TSDF in "real time" (meaning within 24 hours) at a secure website hosted by your company. * Describe your company's capability for transporting and disposing of high hazard chemical and unknown waste characterization. Examples: (peroxide formers, reactive lithium, dry picric acid, expired ether, old and off-spec chemicals which are no longer used) * Provide a description of your waste tracking capability. Is this tracking capability available to your customers? If so, specify how and whether it is "real time" or on a different user rights for each user.	5.34%	-	"Yes, via Clean Harbors' user-friendly web portal, our Online Services provides Customers with direct, 24/7 access to comprehensive hazardous waste and compliance management tools. Online Services is complimentary and has features that include, but are not limited to paperless PROFILE creation and approvals using electronic signatures; drum pick-up scheduling online; various management and real-time waste tracking reports including MANIFEST tracking; the ability to download copies of invoices and signed manifests, bills of lading, etc.; manage user rights; and much more.
	2	* Describe your company's capability for transporting and disposing of high hazard chemical and unknown waste characterization. Examples: (peroxide formers, reactive lithium, dry picric acid, expired ether, old and off-spec chemicals which are no longer used) * Provide a description of your waste tracking capability. Is this tracking capability available to your customers? If so, specify how and whether it is "real time" or on a different user rights for each user.	5.33%	-	Yes, our free Online Services provides Customers with direct, 24/7 access to real-time waste tracking reports including MANIFEST tracking reports which include images of real-time manifest copies.
	3	* Describe your company's capability for transporting and disposing of high hazard chemical and unknown waste characterization. Examples: (peroxide formers, reactive lithium, dry picric acid, expired ether, old and off-spec chemicals which are no longer used) * Provide a description of your waste tracking capability. Is this tracking capability available to your customers? If so, specify how and whether it is "real time" or on a different user rights for each user.	5.33%	-	Clean Harbors can transport and dispose of high hazard chemicals through our internal transportation fleet and network of TSDFs. Our High Hazard Services provides expert staff and state of the art equipment to safely identify, remediate and/or stabilize potentially unstable, shock sensitive, or explosive materials at customer locations. Once the waste is safely stabilized by Clean Harbors staff, it is then packaged for transport and disposal.
	4	* Describe your company's capability for transporting and disposing of high hazard chemical and unknown waste characterization. Examples: (peroxide formers, reactive lithium, dry picric acid, expired ether, old and off-spec chemicals which are no longer used) * Provide a description of your waste tracking capability. Is this tracking capability available to your customers? If so, specify how and whether it is "real time" or on a different user rights for each user.	5.33%	-	All signed shipping documents, worksheets, timesheets, weight tickets, etc. are scanned by Clean Harbors and uploaded as electronic copies into the online document imaging and retrieval system of our Waste Information Network (WIN). Scanned images are indexed for viewing, updating, and linking to waste tracking reports. Anytime clients need to view real time waste tracking or need a copy of a signed manifest this data can easily be viewed and downloaded through Clean Harbors' Online Services. Clients must create an account and login to access to our Online Services. Clients can allow multiple users to access the Online Service and can establish different user rights for each user.
	5	* Describe your company's capability for transporting and disposing of high hazard chemical and unknown waste characterization. Examples: (peroxide formers, reactive lithium, dry picric acid, expired ether, old and off-spec chemicals which are no longer used) * Provide a description of your waste tracking capability. Is this tracking capability available to your customers? If so, specify how and whether it is "real time" or on a different user rights for each user.	5.33%	-	see excel file named General and Technical Capabilities Q#5 Potential TSDF List 4.25.23 Attached Files : General and Technical Capabilities Q#5 Potential TSDF List 4.25.23.xls
	6	* Describe your company's capability for transporting and disposing of high hazard chemical and unknown waste characterization. Examples: (peroxide formers, reactive lithium, dry picric acid, expired ether, old and off-spec chemicals which are no longer used) * Provide a description of your waste tracking capability. Is this tracking capability available to your customers? If so, specify how and whether it is "real time" or on a different user rights for each user.	5.33%	-	Clean Harbors proposes to provide all onsite activities with our own staff. Any 3rd party TSDFs are listed in the attached excel file named CH Potential TSDF List 4.25.23.

<p>7</p>	<p>* UC does not allow repackaging of lab-packs until waste is received at the final disposal/treatment facility. UC requires its Hazardous Waste Services provider to track all waste to its final disposition at the Final TSDF and provide proof of disposal, destruction, or recycling in the form of a Certificate of Disposal, Destruction or Recycling (CD) including the following information: <ul style="list-style-type: none"> o Manifest #; o Manifest Line Number; o Final Disposal Facility; o Date of Final Disposal/ Destruction/ Recycling for each shipping container; o Disposal Method; o Quantity disposed (100% of waste per line item) and o Certification meeting the definition of 40CFR761.3. <p>The CD must be received for the entire manifest or shipping paper within one year of the ship date to avoid penalties outlined in the RFP Contract Terms and Conditions.</p> <p>Upload your company's standard lab pack guidelines (for UC to perform the self-pack).</p> </p>	<p>5.33%</p>	<p>Repacking of Lab-packs. Clean Harbors takes exception to UC not allowing repackaging of lab-packs until waste is received at the final disposal/treatment facility; for certain waste streams that we send to third party recyclers/TSDFs we may need to repack waste at one of our fully permitted TSDFs prior to sending for final recycling/disposal. Clean Harbors will take title of all such waste prior to the repackaging.</p> <p>Waste Tracking & Proof of Disposal. Clean Harbors assigns all containers (lab-packs and bulk drums/containers) a unique tracking number. These tracking numbers are printed onto labels in the form of a bar code and the labels adhered to their corresponding container. Every time the containers are moved, whether from truck-to-truck, or from one location to another within the Service Center or Clean Harbors' disposal facility, their bar code labels are scanned and the data is uploaded into our proprietary Waste Information Network (WIN). Drums that are repackaged and/or consolidated into larger containers (such as tanks, roll offs, etc.) at Clean Harbors' TSDFs are also tracked in WIN. In this case, when a new container is generated by Clean Harbors a new container tracking number is created and the original container tracking numbers of all the repacked /consolidated waste are recorded in WIN so all waste can be tracked until reaching final disposal.</p> <p>Regardless of where the Member's hazardous waste is shipped, WIN will have the ability to generate real-time Waste Tracking Reports mapping the path each drum took from pickup to final disposal.</p> <p>Waste Tracking Reports will indicate:</p> <ul style="list-style-type: none"> - The manifest number(s) & line numbers+H12 - Quantity disposed - The waste management method code - Each container's tracking number - The new tracking number if repacked/ consolidated at Clean Harbors TSDF - The final disposal facility - The date of final disposal - Certification meeting the definition of 40CFR761.3.
<p>8</p>	<p>Upload your company's standard lab pack guidelines (for UC to perform the self-pack).</p> <p>* 29. Describe your Emergency Response Service capabilities. Describe any subcontractors that you utilize for such services. Describe if your company supplements your existing current fleet and equipment with any rental/loaned vehicles and equipment. Specify the actual response, arrival time for the ten (10) primary UC locations and Lawrence Berkeley National Laboratory (Reference Attachment 2- Location Profiles-Specific Site Requirements).</p>	<p>5.33%</p>	<p>Please see file named General and Technical Capabilities Q#8 CH CustomPack Guidelines-Jan 2021 Attached Files : General and Technical Capabilities Q#8 CH CustomPack Guidelines-Jan 2021.pdf</p> <p>"Clean Harbors manages over 7,000 environmental emergency responses and disaster recovery operations on land and water throughout North America annually. We maintain an Emergency Operations Center (EOC) that is staffed live twenty-four hours a day, seven days a week by RCRA and DOT-trained personnel. It can be reached from anywhere in the United States by dialing 800-OIL-TANK (800-645-8265).</p> <p>Our EOC's advanced response systems include computerized phone networks, a GPS tracking program for equipment and vehicles, advanced mapping software, and an internal dispatch program that enables EOC operators to determine the resources that are readily available for immediate response.</p> <p>Whatever the response requires, from Level D through Level A, our personnel handle a wide range of hazardous materials including oil, chemical, PCB and biological. Clean Harbors has vast equipment resources to address any size and type of emergency, such as vacuum trucks, portable tanks, roll offs, various pumps, skidsteers, backhoes, containment boom, confined space entry equipment, and much more. We sometimes utilize subcontractors that we have audited and approved.</p> <p>Clean Harbors can not guarantee specific response times. Clean Harbors does agree however, to use its best effort to respond within estimated time frames listed below, and will contact our client, if such time frames cannot be met in an emergency situation.</p> <p>UC Location@lean Harbors Location Estimated ER Response Time</p> <p>UC Berkeley & Lawrence Benicial 2-4 hours</p> <p>Berkeley National Lab</p> <p>UC SF@Benicial 2-4 hours</p> <p>UC Davis@West Sacramento 1-3 hours</p> <p>UC Merced@West Sacramento 3-4 hours</p> <p>UC Sant Cruz@San Jose 2-3 hours</p> <p>UC Irvine@Compton 2-3 hours</p> <p>UC LA@Compton 1-3 hours</p> <p>UC Santa Barbara@Compton 4-5 hours</p> <p>UC Riverside@Highland 1-2 hours</p> <p>Please see file named General and Technical Capabilities Q#10 CH Mock Labpack1 and General and Technical Capabilities Q#10 CH Mock Labpack2 Attached Files : General and Technical Capabilities Q#10 CH Mock Labpack2.pdf;General and Technical Capabilities Q#10-CH Mock LabPack1.xlsx</p>
<p>10</p>	<p>30. Mock Lab-Pack Shipment: Please upload all the requested documentation for this exercise.</p>	<p>5.33%</p>	<p>Please see file named General and Technical Capabilities Q#10 CH Mock Labpack1 and General and Technical Capabilities Q#10 CH Mock Labpack2 Attached Files : General and Technical Capabilities Q#10 CH Mock Labpack2.pdf;General and Technical Capabilities Q#10-CH Mock LabPack1.xlsx</p>

		5.33%	Yes, No	No
11	<p>* Can your company meet or exceed all service requirements by UC location as described in Attachment 2, Location Profiles-Site Specific</p>	5.33%	Yes, No	No
12	<p>* Will your company create the profile and hazardous waste manifest tracking documents for the</p>	5.33%	Yes, No	Yes
13	<p>* Does your company have the ability to provide each UC location with monthly weights of disposed-of materials?</p>	5.33%	Yes, No	Yes
14	<p>* Can your company provide Full Service hazardous chemical waste disposal pricing which includes supplies, lab pack, profiling, labor, manifesting, transportation and disposal in one cost structure?</p>	5.33%	Yes, No	Yes
15	<p>* Does your company accept Self-Pack?</p>	5.33%	Yes, No	Yes
16	<p>* Does your company provide both Transportation and Disposal for UC self-pack lab waste, and, Full Service (includes supplier lab-packing the lab waste, and transporting and disposing the waste)?</p>	5.33%	Yes, No	Yes
17	<p>* Does your company provide lab-pack and transport of the waste on the same day?</p>	4.00%	Yes, No	Yes
18	<p>* Does your company have Department of Transportation Exemptions DOT-SP EXEMPTION on file to transport mixed loads? I.E. (lab-pack cyanide with acids)?</p>	5.33%	Yes, No	Yes
19	<p>* A UC location makes a call for Emergency Response Services. Can your company make a return phone call to the UC location within 30 minutes of their ER request?</p>	5.33%	Yes, No	Yes

Attached Files : General and Technical Capabilities Q#11.txt

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Questionnaire Name: *	11.0 Customer Training and Service
Questionnaire Type:	Technical
Questionnaire Description:	Please provide your small business or company's customer training and service information.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTI	Clean Harbors Environmental Services, Inc.
	1	<p>* Describe the training classes that your company offers to your customers, and identify the classes that are at no cost to your customers. Describe additional training classes that could be offered to the University which might be tailored to our particular</p> <p>* Explain your company's approval turnaround for Full Service.</p>	15.00%	-	Clean Harbors can provide a wide array of training to customers such as DOT and Hazardous Waste training. Medical Centers that utilize Clean Harbors for their Medical Waste management would receive initial implementation training on utilizing CH services at no additional charge.
	2	<p>* Explain your company's approval turnaround for Full Service.</p>	26.00%	-	Most Full Service profile and container approvals are approved on the day of service and the waste is transported offsite on the day of service. High hazardous waste requires longer scheduling and approval times.
	3	<p>* Explain your company's approval turnaround for Self-Pack.</p>	14.00%	-	Self-Pack approvals typically are issued within 3 business days for containers submitted through email or Clean Harbors online Formstack requests.
	4	<p>* Explain your company's protocol and approval turnaround for High Hazard Waste.</p>	21.00%	-	Clean Harbors' Reactive Material Services provide on-site remediation and stabilization services for our customers that have potentially unstable, shock sensitive, or explosive materials. Our internal highly trained staff provide these energetic material management services to clients. Our procedures and protocols are company confidential information. Profile Approval turnaround for high hazard waste is typically 2-3 weeks. Additionally High hazardous onsite services scheduling typically requires several weeks lead time as emergency permits for the onsite stabilization must be obtained from DTSC before services can be performed.
	5	<p>* 35. Explain your company's ability to respond to an on-site chemical incident at each UC location within 2 hours of notification.</p>	24.00%	-	Clean Harbors can not guarantee specific response times. Clean Harbors does agree however, to use its best effort to respond within estimated time frames listed below, and will contact our client if such time frames cannot be met in an emergency situation. UC Location - Clean Harbors Location - Estimated ER Response Time UC Berkeley & Lawrence Berkeley National Lab - Benicia - 2-3 hours UC SFR - Benicia - 3-4 hours UC Davis - West Sacramento - 2 hours UC Merced - West Sacramento - 4 hours UC San Jose - San Jose - 2-3 hours UC Irvine - Compton - 2-4 hours UC LA - Compton - 2-4 hours UC Santa Barbara - Compton - 4-6 hours UC Riverside - Highland - 2-3 hours UC SD - San Diego - 1.5-2 hours

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Questionnaire Name:	12.0 OMNIA Questionnaire
Questionnaire Type:	Technical
Questionnaire Description:	

SECTION NAME	QU	QUESTION TITLE	QUES	RESPONSE OPTIONS	Clean Harbors Environmental Services, Inc.
	1	* Are you a National Supplier offering a national program that other Public Participating Agencies will be able to access through the resulting Master Agreement with the University of California?	####	Yes, I am offering a national program.; No, I am not offering a national program.	Yes, I am offering a national program.
	1	If Yes, I am offering a national program, * Instructions for OMNIA Partners – Exhibit A – Response for National Cooperative Contract Exhibit A – 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 to serve Participating Public Agencies through OMNIA Partners. Please read and acknowledge you understand these. If No, I am not offering a national program, * The goal of the RFP is to establish a national contract(s). If Suppliers are 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.	N/A	-	Read and Understood, all exceptions noted in our attached exceptions file. Attached Files : Omnia Questionnaire Q01 Clean Harbors Exceptions Omnia Objectives Exhibit A 5-24-2023 BK.docx
	1	is Supplier submitting a regional solution? If Supplier is not offering a national or regional program and will only offer a direct solution, please provide a detailed reason as to why Supplier will not be able to offer such a program	N/A	-	
	2	* 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 and acceptance of the Administration Agreement, unless specific exceptions are proposed, and alternative language or provisions are offered. Supplier should have conducted any reviews required to sign the document prior to submitting a response. If a Supplier has an exception to any portion of the OMNIA Partners Administrative Agreement, then Supplier must attach to their proposal a document labeled "Supplier's Name - Exceptions to OMNIA Partners Admin Agreement" that states which specific sections of the Agreement they take exception and propose specific alternative language. The exceptions document must be attached to the Questionnaire – Instructions for Exhibit F&G – Federal Funds Certifications and New Jersey Business, Exhibit F – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Suppliers must fill this form and submit as an attachment labeled "Proposer's Name - Response to OMNIA Partners – Exhibit F" under the Supplier Response in the CalSource Portal. Please fill out this document and reattach in CalSource. Exhibit G – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statutes. Suppliers must fill this form and attach it to their proposal labeled as "Proposer Name – Response to OMNIA Partners Exhibit G" under the Supplier Response in the CalSource Portal. Please fill out this document and reattach in CalSource. Acknowledge that you reviewed all of the above. OMNIA Partners Exhibit C and D	####	-	Desired exceptions attached Attached Files : Omnia Questionnaire Q02 Clean Harbors Exceptions to Omnia Partners Admin Agreement Exhibit B 5-23-2023 BK.docx
	3	* The Supplier agrees to the following terms: Please fill out this document and reattach in CalSource. Acknowledge that you reviewed all of the above. OMNIA Partners Exhibit C and D	####	-	completed forms are attached below Attached Files : Clean Harbors-Response to Omnia Partners-Exhibit F.pdf;Clean Harbors-Response to Omnia Partners_ Exhibit G.pdf
	4	information only. The Master Intergovernmental Cooperative Purchasing Agreement is the agreement Participating Agencies, wanting to use the cooperative contract, will execute to register with OMNIA Partners to participate in the program. Participating Agencies agree to the document one time for access to all the contracts available in the portfolio. Supplier does not need to complete this form. This agreement is not between the Supplier and OMNIA Partners. Omnia Partners Exhibit D – For information only. The Principal Procurement Agency Certificate is the document executed by the lead agency and OMNIA Partners to partner to create a Master Agreement which can be used as a national cooperative contract. Supplier does not need to complete this form. Omnia Partners Exhibit E – For information only. The Contract Sales Reporting Template is the template the awarded supplier would use to report monthly sales to OMNIA Partners. Supplier does not need to fill this form. Omnia Partners Exhibit H – For information only. Due to advertising requirements within certain states for public solicitations, the OMNIA Partners Advertising Compliance Requirement lists agencies within certain states that require all agencies be listed in a solicitation in order to consider use of the Master Agreement. These agencies may or may not be available to OMNIA Partners.	-	-	Acknowledged
Company Information	5	* Provide a brief history and description of Supplier to include experience providing similar products and services.	####	-	Clean Harbors is headquartered in Norwell, Massachusetts and is a publicly traded company with nearly 20,000 employees throughout its various divisions. Clean Harbors, Inc. and its subsidiaries (collectively, "we," "Clean Harbors" or the "Company") is a leading provider of environmental and industrial services throughout North America. Through its Safety-Kleen subsidiary, Clean Harbors also is North America's largest re-refiner and recycler of used oil and a leading provider of parts washers and environmental services to commercial, industrial and automotive customers. Everywhere industry meets the environment, we strive to provide eco-friendly products and services that protect and restore North America's natural environment. One of our primary goals as a company is supporting our customers in providing environmentally responsible solutions to further their sustainability goals in today's world. We serve a diverse customer base, with over 300,000 customers including a majority of Fortune 500 companies. Our customer base spans a number of industries, including chemical, and manufacturing, as well as numerous government agencies. These customers rely on Clean Harbors to deliver a broad range of services such as end-to-end hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services. Today, Clean Harbors' customers are serviced through a network of service branches. We have over 500 service locations, 140 waste management facilities and 15,000 vehicles throughout the North America. We have two operating segments; (i) the Environmental Services segment and (ii) the Safety-Kleen segment.
Company Information	6	* Provide the total number of locations and salespersons employed by Supplier.	####	-	We have over 600 service locations across the US and 500+ salespersons.
Company Information	7	* Provide the number and location of support centers (if applicable).	####	-	Please see our list of Technical Services (TS), Field Services (FS), TDFSS, and Safety-Kleen and Thermofluids locations. Attached in Supplier Attachments since this question does not allow for an attachment.
Company Information	8	* Provide the location of the corporate office of the Supplier.	####	-	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, MA 02061
Company Information	9	* Provide the annual sales for the three previous fiscal years.	####	-	Total Revenue (\$M) FY 2022 - \$5,166,605; FY 2021 - \$3,805,566; FY 2020 - \$3,144,097
Company Information	10	* Provide and submit a FEIN and Dunn & Bradstreet report.	####	-	FEIN: 04-2698999 please see attached D&B report Attached Files : Omnia Questionnaire Q010-CHESI DB Report.pdf
Company Information	11	* Describe any green or environmental initiatives or policies.	####	-	please see our sustainability report which can be accessed at https://www.cleanharbors.com/about-us/sustainability .
Company Information	12	* Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.	####	-	"Consistent with legal and ethical obligations to all suppliers, Clean Harbors will strive to: a) Seek out diverse businesses capable of supplying the materials/services we require. b) Identify and advise diverse businesses that they may become competitive and self-sustaining suppliers of goods/services. c) Increase the amount of business placed with qualified diverse businesses. Clean Harbors tracks its spend with diverse suppliers on a corporate level using our internal purchasing system."
Company Information	13	* Indicate if supplier holds any of the following certifications in any classified areas and include proof of such certifications as an attachment.	-	-	no
Company Information	14	* Minority Women Business Enterprise	####	Yes; No	No
Company Information	14	If Yes, * Provide the certifying agency.	N/A	-	
Company Information	15	* Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	####	Yes; No	No
Company Information	15	If Yes, * Provide the certifying agency.	N/A	-	
Company Information	16	* Historically Underutilized Business Zone Enterprise (HUBZone)	####	Yes; No	No
Company Information	16	If Yes, * Provide the certifying agency.	N/A	-	
Company Information	17	* Historically Underutilized Business (HUB)	####	Yes; No	No

Company Information	17	If Yes, * Provide the certifying agency.	N/A	-	
Company Information	18	* Other recognized diversity certificate holder.	####	Yes; No	No
Company Information	18	If Yes, * Provide the certifying agency.	N/A	-	
Company Information	19	* List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifies subcontractors hold and certifying agency.	####	-	we do not intend to utilize Subcontractors
Company Information	20	* Describe how supplier differentiates itself from its competitors.	####	-	Clean Harbors is the leading provider of environmental, energy and industrial services throughout North America. Clean Harbors operates more than 100 disposal facilities. Clean Harbors is Committed to maintaining the Safest, Most Compliant Network of Environmental Operations. Our vision is to be recognized as the premier provider of environmental and industrial services.
Company Information	21	* Describe any present or past litigation, bankruptcy or reorganization involving supplier.	####	-	"No past bankruptcy. As the largest provider of hazardous waste services in North America, Clean Harbors occasionally has matters involving litigation. Clean Harbors warrants, however, that it is not involved in any litigation that would preclude it from performing its obligations under this contract/proposal. Clean Harbors Environmental Services, Inc. is a wholly owned subsidiary of the parent holding company, Clean Harbors, Inc. (CHI). As a publicly traded corporation, CHI is required to disclose material legal proceedings pursuant to SEC rules. More detailed descriptions of the most significant Legal Proceedings are included in Clean Harbors most recent SEC filing, Annual Report - 2022, Filing date: April 13, 2023 is available via our website at the link below to the company's financial filings. See the Notes to Consolidated Financial Statements Item (18) Commitments and Contingencies on pages 84 through 85 of the document for a listing of our Legal and Administrative Proceedings. https://ir.cleanharbors.com/sec-filings/sec-filing/ars/0001104659-23-044986 "
Company Information	22	* Felony Conviction Notice: Indicate if the supplier:	####	is a publicly held corporation and this reporting	is a publicly held corporation and this reporting requirement is not applicable.
Company Information	23	* Describe any debarment or suspension actions taken against supplier.	####	-	none
Distribution, Logistics	24	* Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.	####	-	Please see attached Company Services CH SK in Supplier Attachments for a complete description of the services we offer.
Distribution, Logistics	25	* Describe how supplier proposes to distribute the products or services nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and outlying areas.	####	-	We have dedicated staff to work with National Account Programs such as Group & Cooperative Purchasing Organizations. We have a team of 10+ members whose work involves growing business in the Governmental business sector. The Omnia pricing offered is not valid in Hawaii, Alaska and Puerto Rico.
Distribution, Logistics	26	* Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail, or in-store locations, through distributors, etc.	####	-	Clean Harbors uses our proprietary WIN (Waste Information Network) system to manage pricing, waste disposal approval/tracking, sales orders, worksheets/time capture, job costing, utilization, facility management and compliance. The Master Agreement pricing will be linked to the client account in our WIN system, allowing us to ensure the correct pricing is utilized for all services.
Distribution, Logistics	27	* Describe how Participating Agencies will be able to verify and audit pricing to ensure its compliance with the Master Agreement.	####	-	Our WIN System can generate numerous reports for clients, one of these reports is our Invoice report which produces a list of invoices within a given data range and is available in PDF or CSV file format. The PDF option includes a hyperlink to invoice images. These reports can be used to assist in audits.
Distribution, Logistics	28	* Identify all other companies that will be involved in processing, handling, or shipping the products/services to the end user.	####	-	Clean Harbors and our Safety-Kleen subsidiary intends on being the primary services providers for the onsite services offered. We may utilize some 3rd party outlets to provide final waste recycling and/or disposal on streams including but not limited to: batteries, e-waste, mercury, ballast for recycling. These outlets vary throughout the US and a list is not available.
Distribution, Logistics	29	* Provide the number, size, and location of Supplier's distribution facilities, warehouses and retail network as applicable.	####	-	Please see file named CH Svc Cnts TSDFs SK TFI Locations list in the Supplier Attachments, since this question does not allow attachments.
Marketing and Sales	30	* Provide a detailed ninety-day plan beginning from award of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's primary go to market strategy for Public Agencies to Suppliers teams nationwide.	####	-	To be negotiated. Clean Harbors customizes marketing efforts with each customer. Some initiatives we perform include but are not limited to educating GPO/CPO sales teams on Clean Harbors' offerings, and participating in virtual and in-person Member facing conferences.
Marketing and Sales	31	* Confirm that Supplier will have Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days of award.	####	-	confirmed
Marketing and Sales	32	* Confirm that training and education of suppliers national sales force with participation from the Supplier's executive leadership, along with OMNIA Partners team will happen within the first 90 days after contract award.	####	-	Team members and Training will be negotiated
Marketing and Sales	33	* Provide a detailed ninety-day plan from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customer of Supplier, as well as to prospective Public Agencies nationwide immediately	####	-	To be negotiated
Marketing and Sales	34	* Provide a plan for the creation and distribution of co-branded press release to trade publications.	####	-	Plans to be negotiated

Marketing and Sales	35	* Provide a plan for the announcement of the Master Agreement including details and contact information published on the Supplier's website within the first 90 days.	#### -	To be negotiated
Marketing and Sales	36	* Provide a plan for the design, publication, and distribution of co-branded marketing materials within the first 90 days.	#### -	To be negotiated
Marketing and Sales	37	* Confirm commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, regional Cooperative Summits, etc.) and Supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.	#### -	confirmed
Marketing and Sales	38	* Confirm commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Both space will be purchased and staffed by Supplier. In addition, please confirm that Supplier will provide reasonable assistance to the overall promotion and marketing effort for the NIGP Annual Forum, as directed by OMNIA Partners.	#### -	To be negotiated
Marketing and Sales	39	* Confirm commitment to design and for the publication of national and regional advertising in trade publications throughout the term of the Master Agreement.	#### -	To be negotiated
Marketing and Sales	40	* Confirm commitment for ongoing marketing and promotion of the Master Agreement through its term (case studies, collateral pieces, presentations, promotions, etc.)	#### -	To be negotiated
Marketing and Sales	41	* Confirm commitment for a dedicated OMNIA Partners internet web-based homepage on Supplier's website that includes the OMNIA Partners standard logo, Copy of Original Request for Proposal, Copy of the Master Agreement and amendments between the University of California and Supplier, a summary of products and pricing, marketing materials, electronic link to OMNIA Partners website including the online registration page, and a dedicated toll-free number and email address for	#### -	To be negotiated
Marketing and Sales	42	* Describe how supplier will transition any existing Public Agency customers' account, at the Public Agency's request, to the Master Agreement available nationally through OMNIA Partners.	#### -	Agency's Clean Harbors Account Managers will lead such transitions. Clean Harbors considers a successful implementation to be one that a) Minimizes impact on your day-to-day operations; b) Successfully meets operational and contractual requirements/needs and c) Completes all tasks in an efficient and streamlined process.
Marketing and Sales	43	* Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements	#### -	We have contracts with the following GPOs: Premier Healthcare Alliance, LP Viant Supply, Inc. HealthTrust Purchasing Group, LP Managed Health Care Associates, Inc."
Marketing and Sales	44	* Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.	#### -	Acknowledged
Marketing and Sales	45	* Acknowledge that use of the OMNIA Partners logo will require permission for reproductions.	#### -	Acknowledged
Marketing and Sales	46	* Confirm that Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate that the Master Agreement was competitively solicited and publically awarded by the University of California. Also, the Supplier should communicate that the contract has the best environment pricing, has no restrict in materials and is non-exclusive	#### -	Detailed plan can be negotiated
Marketing and Sales	47	* Confirm that the Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and knowledge of benefits of the use of cooperative contracts.	#### -	confirmed
Marketing and Sales	48	* Provide the name, title, email, and phone number of the person responsible for executive support.	#### -	Primary executive support contact will be Anthony (Tony) Mazarrella, SVP Sales mazarrella@cleanharbors.com 781.762.5119
Marketing and Sales	49	* Provide the name, title, email, and phone number of the person responsible for Marketing.	#### -	TBD. Initially, use Mark Mooney as key contact. Mark Mooney, VP of Sales – West Region (c) 408.210.2223 mooney.mark@cleanharbors.com
Marketing and Sales	50	* Provide the name, title, email, and phone number of the person responsible for Sales.	#### -	An entire team is involved, Mark Mooney will be a key contact. Mark Mooney, VP of Sales – West Region (c) 408.210.2223 mooney.mark@cleanharbors.com
Marketing and Sales	51	* Provide the name, title, email, and phone number of the person responsible for Sales Support.	#### -	An entire corporate team is involved, Mark Mooney will be a key contact. Mark Mooney, VP of Sales – West Region (c) 408.210.2223 mooney.mark@cleanharbors.com Tony Mazarrella, SVP Sales will also offer Sales support
Marketing and Sales	52	* Provide the name, title, email, and phone number of the person responsible for Financial Reporting.	#### -	An entire corporate team is involved. Eric Dugas is our CFO. dugas.eric@cleanharbors.com, 781.792.5000
Marketing and Sales	53	* Provide the name, title, email, and phone number of the person responsible for Accounts Payable.	#### -	Jennifer L Cavicchio, Sr Manager Accounts Payable cavicchio.jennifer@cleanharbors.com 1-781-792-5225
Marketing and Sales	54	* Provide the name, title, email, and phone number of the person responsible for Contracts.	#### -	An entire team is involved. More details needed to provide a contact person.
Marketing and Sales	55	* Describe, in detail, how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.	#### -	Clean Harbors has a Corporate Accounts sales force that manage national accounts, please see the file named CH Corp Accounts Org Chart attached in the Supplier Attachments. Anthony Mazarrella, SVP Sales, manages our corporate accounts team and can assign a Corporate Account Manager to Omnia to provide national account management. Mr. Mazarrella will serve as an executive sponsor for the Omnia contact, his email is mazarrella.anthony@cleanharbors.
Marketing and Sales	56	* Explain, in detail, how the sales teams will work with OMNIA Partners team to implement, grow, and service the national program.	#### -	We will work with Omnia to develop a mutually beneficial plan for our Sales teams.
Marketing and Sales	57	* Explain, in detail, how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.	#### -	Clean Harbors will work with Omnia to develop customized marketing efforts. We will ensure timely account set-up and contract administration for participating agencies.

Marketing and Sales	58	* State the amount of Supplier's Public Agency Sales for the previous fiscal year.	####	-	information not available
Marketing and Sales	59	* Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with the key contact for each.	####	-	information not available
Marketing and Sales	60	* Describe Supplier's information system capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.	####	-	Clean Harbors' service are linked on a real-time basis through our sophisticated Information Management System (WIN). Please see attached for additional information
Marketing and Sales	61	* Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent that Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.	####	-	no guarantee. Clean Harbors will pay up to 3% administrative fee.
Marketing and Sales	62	* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 1 - Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). Please detail Supplier's Strategies under this option when responding to a solicitation.	####	-	These terms must be negotiated
Marketing and Sales	63	* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 2 - If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. Please detail Supplier's strategy under this option when responding to a solicitation.	####	-	These terms must be negotiated
Marketing and Sales	64	* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 3 - Respond with pricing higher than the Master Agreement only in the unlikely event that the Public Agency refuses to utilize the Master Agreement (Contract Sales are not reported to OMNIA Partners). Please detail Supplier's strategy for this option when responding to a solicitation.	####	-	These terms must be negotiated
Marketing and Sales	65	* Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following option is available when responding to a solicitation for Products covered under the Master Agreement. Option 4 - If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Please detail Supplier's strategy under this option when responding to a solicitation.	####	-	These terms must be negotiated

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Questionnaire Name: * 13.0 Operations and Staffing

Questionnaire Type: Technical

Please provide your small business or company's operations and staffing information.

Questionnaire Description:

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTION: Clean Harbors Environmental Services, Inc.
-	1	<p>* Please list the type and quantity of your owned and subcontracted equipment that will service UC sites, including owned vehicles and any subcontracted vehicles. Please unhook Describe your company's employee background check policy (all employees including drivers) and what is covered in the background check process. (i.e., Driver Qualification records, DMV, null notice, Drive</p> <p>* If your company anticipates using subcontractors for any of the services identified in this RFP, identify the service(s) with the name of the corresponding subcontractor(s).</p> <p>* Please provide an example of your company's safety program, such as tailgate safety meetings, job hazard analyses and Health and Safety Plans.</p> <p>Upload this document. Describe in detail the training and certification requirements for all key personnel in your organization that would provide services to the University if awarded a contract.</p> <p>The University is interested in having the same experienced personnel service the same UC locations as much as possible. Identify the name and position of the personnel who would be assigned to our UC locations, the number of years of experience for these individuals, and the list of their current certifications. Upload</p>	14.29%	<p>please see attached for list of Clean Harbors vehicles that may be used to service UC. Subcontractors are not anticipated at this time. Attached Files : Operations and Staffing 0#1-CH Vehicle List for UC May 2023.xlsx</p>
-	2	<p>background check process. (i.e., Driver Qualification records, DMV, null notice, Drive</p> <p>* If your company anticipates using subcontractors for any of the services identified in this RFP, identify the service(s) with the name of the corresponding subcontractor(s).</p> <p>* Please provide an example of your company's safety program, such as tailgate safety meetings, job hazard analyses and Health and Safety Plans.</p> <p>Upload this document. Describe in detail the training and certification requirements for all key personnel in your organization that would provide services to the University if awarded a contract.</p> <p>The University is interested in having the same experienced personnel service the same UC locations as much as possible. Identify the name and position of the personnel who would be assigned to our UC locations, the number of years of experience for these individuals, and the list of their current certifications. Upload</p>	14.29%	<p>Please see attached CH Background Check Summary, attached in Supplier Attachments since this question does not have attachment option.</p>
-	3	<p>* Please list the type and quantity of your owned and subcontracted equipment that will service UC sites, including owned vehicles and any subcontracted vehicles. Please unhook Describe your company's employee background check policy (all employees including drivers) and what is covered in the background check process. (i.e., Driver Qualification records, DMV, null notice, Drive</p> <p>* If your company anticipates using subcontractors for any of the services identified in this RFP, identify the service(s) with the name of the corresponding subcontractor(s).</p> <p>* Please provide an example of your company's safety program, such as tailgate safety meetings, job hazard analyses and Health and Safety Plans.</p> <p>Upload this document. Describe in detail the training and certification requirements for all key personnel in your organization that would provide services to the University if awarded a contract.</p> <p>The University is interested in having the same experienced personnel service the same UC locations as much as possible. Identify the name and position of the personnel who would be assigned to our UC locations, the number of years of experience for these individuals, and the list of their current certifications. Upload</p>	14.29%	<p>Subcontractors are not anticipated</p>
-	4	<p>* Please list the type and quantity of your owned and subcontracted equipment that will service UC sites, including owned vehicles and any subcontracted vehicles. Please unhook Describe your company's employee background check policy (all employees including drivers) and what is covered in the background check process. (i.e., Driver Qualification records, DMV, null notice, Drive</p> <p>* If your company anticipates using subcontractors for any of the services identified in this RFP, identify the service(s) with the name of the corresponding subcontractor(s).</p> <p>* Please provide an example of your company's safety program, such as tailgate safety meetings, job hazard analyses and Health and Safety Plans.</p> <p>Upload this document. Describe in detail the training and certification requirements for all key personnel in your organization that would provide services to the University if awarded a contract.</p> <p>The University is interested in having the same experienced personnel service the same UC locations as much as possible. Identify the name and position of the personnel who would be assigned to our UC locations, the number of years of experience for these individuals, and the list of their current certifications. Upload</p>	14.29%	<p>Our policies are extensive and company confidential. Please see attached file, CH HS Manual TOC, which is the table of contents to our H&S policies and standards to give you an idea of the breadth of our safety program. Attached in Supplier Attachments since this question does not have attachment option.</p>
-	5	<p>* Please list the type and quantity of your owned and subcontracted equipment that will service UC sites, including owned vehicles and any subcontracted vehicles. Please unhook Describe your company's employee background check policy (all employees including drivers) and what is covered in the background check process. (i.e., Driver Qualification records, DMV, null notice, Drive</p> <p>* If your company anticipates using subcontractors for any of the services identified in this RFP, identify the service(s) with the name of the corresponding subcontractor(s).</p> <p>* Please provide an example of your company's safety program, such as tailgate safety meetings, job hazard analyses and Health and Safety Plans.</p> <p>Upload this document. Describe in detail the training and certification requirements for all key personnel in your organization that would provide services to the University if awarded a contract.</p> <p>The University is interested in having the same experienced personnel service the same UC locations as much as possible. Identify the name and position of the personnel who would be assigned to our UC locations, the number of years of experience for these individuals, and the list of their current certifications. Upload</p>	14.29%	<p>Please see attached file, CH TS FS Training Requirements, which outlines minimum training requirements. Attached in Supplier Attachments since this question does not have attachment option.</p>
-	6	<p>* Please list the type and quantity of your owned and subcontracted equipment that will service UC sites, including owned vehicles and any subcontracted vehicles. Please unhook Describe your company's employee background check policy (all employees including drivers) and what is covered in the background check process. (i.e., Driver Qualification records, DMV, null notice, Drive</p> <p>* If your company anticipates using subcontractors for any of the services identified in this RFP, identify the service(s) with the name of the corresponding subcontractor(s).</p> <p>* Please provide an example of your company's safety program, such as tailgate safety meetings, job hazard analyses and Health and Safety Plans.</p> <p>Upload this document. Describe in detail the training and certification requirements for all key personnel in your organization that would provide services to the University if awarded a contract.</p> <p>The University is interested in having the same experienced personnel service the same UC locations as much as possible. Identify the name and position of the personnel who would be assigned to our UC locations, the number of years of experience for these individuals, and the list of their current certifications. Upload</p>	14.29%	<p>Michael Brunyansky, Chemist with expert proficiency, experience 10 years Rich Decker, Chemist with advanced proficiency, experience 17 years ReyCarlo Rivera, Chemist with advanced proficiency, experience 6 years Joseph Peters, Chemist with advanced proficiency, experience 6 years Brian Acevedo, Chemist with advanced proficiency, experience 10 years Paul Moreno, Chemist, with intermediate proficiency, experience 1 ½ years Henry Velasco, Chemist with expert proficiency, experience 7 years Hernandez, J Alfred, Lead Chemist with advanced proficiency, experience 32 years Please see the Technical Services Training Requirements, which outlines minimum training requirements and has been included in the Supplier Attachments for listing of minimum training each chemist has. Training Records available upon request.</p>

-	<p>7</p> <p>• The University requires that at least one, consistent account manager be assigned to each UC location. Describe how your company would meet this requirement and the number of years of experience for these individuals. Upload this</p>	14.29%	-	<p>Each Clean Harbors customer is assigned a local Account Manager. Account Managers are already assigned to each UC location, except for UCLA which has an open Account Manager position and is therefore currently covered by Jennifer Schwartz, the District Sales Manager. See attached list of Account Managers.</p> <p>Attached Files : Operations and Staffing Questionnaire Q#7-UC Clean Harbors Account Managers.pdf</p>
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Questionnaire Name: * 14.0 Permits and Licenses

Questionnaire Type: Technical

Questionnaire Description: Please provide your small business or company's permits and licenses information.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Clean Harbors Environmental Services, Inc.
-	1	<p>Does your company and any subcontractors that you may use currently have the federal and state qualifications and hold all necessary licenses and permits to perform the hazardous waste services contemplated in this RFP?</p> <p>Is your company currently rendered ineligible from doing business with, or receiving monetary benefits from a government or state agency because of debarment or suspension by any government</p>	25.00%	Yes; No	Yes
-	2	<p>Is your company currently rendered ineligible from doing business with, or receiving monetary benefits from a government or state agency because of debarment or suspension by any government</p>	25.00%	Yes; No	No

-	3	<p>* Has EPA determined that your company's facilities currently meet the acceptable criteria to receive CERCLA wastes (ref. 40 CFR 300.440) and that your company's facilities meet any similar state-level acceptability?</p> <p>* Have any of your company's licenses or permits for the transportation, treatment, storage, or disposal of hazardous waste or regulated medical waste ever been revoked or suspended?</p>	25.00%	Yes; No	Yes
-	4	<p>* Have any of your company's licenses or permits for the transportation, treatment, storage, or disposal of hazardous waste or regulated medical waste ever been revoked or suspended?</p>	25.00%	Yes; No	No

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Questionnaire Name: * 15.0 Safety and Compliance

Questionnaire Type: Technical

Please answer the safety and compliance questions.

Questionnaire Description:

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTION: Clean Harbors Environmental Services, Inc.
-	1	* Please provide your company's DART rate for the last three years. * Please provide your company's most recent OSHA 300A log, and any state or federal safety violations, for offices or branches that are anticipated to send workers to UC locations. * Provide your current transportation safety rating and accident or incident records for the prior 3 (three) years (accident includes a moving violation and incident includes a spill or release of hazardous material). Please list your US DOT (Department of Transportation)	21.00%	2022 - 0.47 2021 - 0.87 2020 - 0.72
-	2		26.00%	Our OSHA logs are completed on a corporate level and include all Clean Harbors Environmental Services locations in the US. Please see attached Safety and Compliance Q#2 -CHESI OSHA 300 Log 2022. Clean Harbors Environmental Services, Inc. had no OSHA Citations in 2020, 2021 or 2022. Attached Files : Safety and Compliance Q#2-CHESI OSHA 300 Log 2022.pdf
-	3		23.00%	Please see attached Safety and Compliance Q#3 -CHESI SAFER Safety Rating Attached Files : Safety and Compliance Q#3-CHESI SAFER Safety Rating.pdf; Safety and Compliance Q#3 CH Trans Compliance History 3 YEAR.pdf

	4	<p>* Provide information regarding the total number of all past and pending violations and enforcement actions with fines equal to or greater than \$10,000 and related to environmental and workplace safety laws during the last 3 (three) years received by your company or any third party entities your company is likely to use in performance of the RFP. Include information on any corporate criminal</p>	30,00%		<p>Please see attached Safety and Compliance Q#4 -CH Env Comp History 2018-22</p> <p>Attached Files : Safety and Compliance Q#4-CH Env Comp History 2018-22.pdf</p>
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003101-Mar2023 - UC Systemwide Hazardous and Medical Waste RFP_003101-Mar2023

Questionnaire Name: *	16.0 UC Sustainability / Diverse Suppliers		
Questionnaire Type:	Technical		
Questionnaire Description:	The University of California is committed to environmental, social, and economic sustainability. The University's Sustainable Practices Policy can be found here: https://policy.ucop.edu/doc/3100155 . Please demonstrate how your company's practices, policies, and operations support the University's sustainability efforts throughout the following questions.		

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS: Clean Harbors Environmental Services, Inc.
Company Policies and Governance	1	<p>* Do you have a Corporate Social Responsibility (CSR) or similar policy, statement, or code of conduct that covers environmental sustainability as well as social, ethical, and governance issues?</p> <p>If Yes, * Please provide the link to your publicly disclosed policy. If not publicly disclosed, provide as an attachment.</p> <p>If Yes, * Summarize the relevant goals, practices and targets in your policy, as well as a description of major topic areas addressed (e.g. health and safety, labor practices, diversity, climate, transportation, green building, toxics reduction, waste, water).</p>	3.72%	Yes; No; In Progress Yes
Company Policies and Governance	1.1		N/A	<p>https://www.cleanharbors.com/about-us/sustainability</p> <p>Attached Files : UC Sustainability Questionnaire Q#1.2.Sustainability Report Summary.pdf</p>
Company Policies and Governance	1.2		N/A	Please see summary of our Sustainability Report as attachment to Q1.1. above.
Company Policies and Governance	2	<p>* How do you monitor/manage your supply chain to ensure that suppliers/providers comply with and support your CSR efforts?</p>	3.70%	<p>Clean Harbors implemented our Vendor Code of Business Conduct and Ethics with the principals of safety, mitigation of environmental impact, employee, and human rights, and ethical business practices first and foremost in mind. The objective of the Vendor Code of Business Conduct and Ethics being to establish the minimum standards that must be met by any vendor that sells goods to or does business with Clean Harbors. Each of these tenets reflect the pillars of Clean Harbor's commitment to sustainability. Together with our vendors in partnership we seek to reduce GHG emissions and promote the use of environmentally sound and ethically sourced materials integrated in the manufacturing of our products and service offerings.</p> <p>Key sustainable supply-chain and vendor management aspects of the Vendor Code of Ethics and Business Conduct include:</p> <p>ENVIRONMENTAL</p> <ul style="list-style-type: none"> > Commitment to environmental compliance; permit and registrations, regulators > Pursue initiatives that contribute to the preservation of the environment and mitigation of their impact on natural resources > Promote environmentally friendly technologies, energy savings and recycling, logistics strategies which minimize impact > Integrate eco-design principles into products and services > Consider products and services for total life cycle including safe handling, recycling, disposal > Tin, tantalum, tungsten or gold (3TG), commitment to responsible supply-chain management in reference to Organization for Economic Co-operation and Development (OECD) <p>Due-Diligence Guidance for Responsible Supply Chain of Minerals from Conflict-Affected and High-Risk Areas</p> <ul style="list-style-type: none"> > Reduce, control, and/or eliminate wastewater, water and pollution at the source > Reduce, control, and/or eliminate air emissions of volatile chemicals, corrosives, particulates, aerosols and combustion products > Commitment to recycling when available and appropriate <p>SOCIAL& GOVERNANCE</p> <ul style="list-style-type: none"> > Required health and safety program; proper labeling and inventor handling, incidents and near miss reporting; PPE, inspections, equipment and facility maintenance, training, prevention, documentation and recordkeeping > Voluntary labor and prohibition of support of engagement in slavery or human rights trafficking in any part of its supply chain > Non-discrimination and prevention of employee harassment including but not limited to physical, sexual, psychological, or verbal harassment or abuse > Fair and livable compensation and wages > Freedom to terminate employment
Company Policies and Governance	3	<p>* Do you publish an annual sustainability report following international standards, i.e. Global Reporting Initiative (GRI)?</p>	3.70%	Yes; No
Company Policies and Governance	3.1	<p>If Yes, * Describe your company initiatives related to worker rights and safety, especially related to manufacturing in international countries where applicable.</p>	N/A	<p>The Social and Governance component of our Vendor Code of Ethics and Business Conduct initiatives includes the following for our vendors and suppliers: > Required health and safety program; proper labeling and inventor handling, incidents and near miss reporting, PPE, inspections, equipment and facility maintenance, training, prevention, documentation and recordkeeping</p> <ul style="list-style-type: none"> > Voluntary labor and prohibition of support of engagement in slavery or human rights trafficking in any part of its supply chain > Non-discrimination and prevention of employee harassment including but not limited to physical, sexual, psychological, or verbal harassment or abuse > Fair and livable compensation and wages > Freedom to terminate employment > Freedom of movement > Freedom of association and collective bargaining

<p>Greenhouse Gas Emissions- we intend to continue to monitor and improve the aspects of GHG emissions that are most fully under our operational control (Scope 1 & Scope 2) and prioritize improvements in our facilities and operations to continue to reduce environmental impact. Expressed as a function of revenue, our overall emissions have decreased or remained neutral with an expansion of our operations and revenue.</p> <p>Net Climate Benefit Factor- based on our 2021 data we avoided 3,289,607 metric tons of CO2 emissions and generated 1,609,448 metric tons yielding a Net Climate Benefit Factor of 2x.</p> <p>Renewable Energy-based on 2021 data we estimated that 23% of our U.S. electricity consumption was generated by renewable energy sources: hydroelectric, biomass, wind, solar, and geothermal. We continue to add renewable energy sources to our facilities such as solar power.</p> <p>Transportation Fleet- we evaluate fleet routing to ensure efficiency in total miles driven, in the past 4 years our optimization has led to a 12% reduction in miles driven. We are adding alternative energy vehicles to our light-duty fleet, with our goal to grow the percentage of alternative vehicles in our light-duty fleet to represent over 10% by 2030. We have an in house Asset Refurbishment program for our heavy-duty transportation vehicles where we rebuild aging assets to like-new quality while reusing or recycling as much of the material as possible, please see Asset Refurbishment section in our Sustainability Report.</p> <p>Recycling & Reusable Resources- Safety-Kleen, a Clean Harbors company is the largest re-refiner of used oil in North America. Every year, Safety-Kleen returns more than 200 million gallons of used oil to the marketplace as clean, pure motor oil and associated products. We recycle 16 million gallons of solvent annually. Safety-Kleen parts washer refurbishment activities allow us to extend the life of our parts washers and avoids disposal of over 500 tons of metal and plastics annually. Clean Harbors local efforts to reduce our carbon footprint include:</p> <ul style="list-style-type: none"> Our San Jose, CA hub facility did a complete led lighting retrofit on our 30,000 square foot warehouse in 2016 which reduced energy usage by over 70% Our Benicia, CA facility installed 280 solar panels in 2021 offsetting more than 75% of the facilities energy usage. Below are examples of some of our latest reuse and recycling initiatives happening at our incinerators. Plastics Reuse at Clean Harbors Incinerators Our Clive, UT facility recently installed a plastic drum molding unit, which takes in HPDE plastics and re-forms them into 5 and 30 gallon plastic drums used for repacking waste at our incinerators. Our El Dorado, AR facility has a similar process where polycarbonate plastics are reused. Metals Recycling at Clean Harbors Incinerator The incineration process at our El Dorado, Arkansas facility produces an ash byproduct during the incineration process and this ash contains metals. In 2021, El Dorado began active metals recovery from ash to recover the spent metals using industrial screening & magnetic processing. In the end, acceptable recovered metals travel down a belt to box trailers for loading and shipment to a metals recycling partner. In the first year of operation the project has recovered over 3,000 tons of metals that would otherwise have been disposed in a landfill. 	<p>Sustainability Accounting Standards Board guidelines (SASB)</p>	<p>https://www.cleanharbors.com/about-us/sustainability</p>	<p>No</p>	<p>Our sustainability programs are led by John Harris, SVP, Chief Compliance Officer and supported by Daniel Liwicki, corporate sustainability manager, together, John and Daniel bring over 30 years of seasoned experience to our sustainability leadership. The corporate sustainability department is embedded within the Internal Audit function of Clean Harbors and reports directly to Co-CEOs Mike Batties and Eric Gerstenberg. The sustainability function in conjunction with executive leadership also communicate and report to the Board of Directors with both the governance and environmental, health, and safety committees having responsibilities related to sustainability and corporate environmental, social, governance (ESG) perspectives.</p>	<p>Most importantly, all employees at Clean Harbors contribute to sustainability with efficiencies and sustainable solutions being implemented for our company as well as for our customers through our field operations</p>
<p>3.2</p> <p>Company Policies and Governance</p> <p>If Yes, * Summarize your company action plan based on your sustainability or CSR policy. Make sure to include initiatives related to climate neutrality, sustainable transportation, toxics reduction, and zero waste. Discuss implementation as well as progress and key accomplishments.</p>	<p>N/A</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>
<p>3.3</p> <p>Company Policies and Governance</p> <p>If Yes, * Which reporting framework/standard does your company follow?</p>	<p>N/A</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>
<p>3.4</p> <p>Company Policies and Governance</p> <p>If Yes, * Please provide a link to your publicly disclosed annual sustainability report. If not publicly disclosed, provide annual report as attachment.</p>	<p>N/A</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>
<p>4</p> <p>Company Policies and Governance</p> <p>* Does your company hold any third-party verified social or environmental certifications?</p>	<p>3.70%</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>
<p>4.1</p> <p>Company Policies and Governance</p> <p>If Yes, * Which certification does your business hold?</p>	<p>N/A</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>
<p>5</p> <p>Company Policies and Governance</p> <p>* Describe the structure and leadership support of sustainability within your company. Include sustainability staff positions, qualifications, and training.</p>	<p>3.70%</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>
<p>6</p> <p>Social Responsibility</p> <p>* Does your company engage only contractors/business partners which adhere to all applicable local, state and federal labor and employment requirements relating to wage payment, anti-discrimination/harassment, equal opportunity, family and medical leave, and other applicable provisions?</p>	<p>3.70%</p>	<p>Global Reporting Initiative (GRI); International Integrated Reporting Council IR Framework; Sustainability Accounting Standards Board Guidelines (SASB); Enhor.</p>	<p>Yes; No</p>	<p>Green C Certification (http://americanco</p>	<p>Yes; No</p>

<p>Social Responsibility</p>	<p>7</p>	<p>* Does your company maintain diversity goals, such as with regard to women, veterans, and minorities, and engage in active diversity efforts toward recruitment and retention as well as development and advancement? Please provide at least two examples.</p>	<p>3.70%</p>	<p>Over the past 40 years, Clean Harbors has recognized that a spirit of inclusion attracts the widest possible spectrum of experiences, skills, talents, and perspectives among our employees. With over 21,000 full-time employees across North America, Clean Harbors is proud to exhibit the power of diversity and inclusion every day. Clean Harbors has initiated a Diversity and Inclusion Steering Committee with a vision to: "Leverage a diverse and inclusive workforce to achieve superior business results." Our mission is to foster a company culture that attracts the best diverse talent, values diversity, and encourages inclusion based on our Core Values. The Diversity and Inclusion Steering Committee supports seven Employee Resource Groups (ERGs) listed below. Each ERG drives diversity and inclusion objectives specific to their team.</p> <ul style="list-style-type: none"> * UNIDOS - Latinx ERG * BLACK AFFINITY GROUP * CHARGE - Clean Harbors Asian Resource Group Employees * WAVES - Women Advancing our Value in Environmental Services * VET - Veteran Engagement Team * PRIDE@CleanHarbors - LGBTQ+ ERG * IC/NA - Indigenous Canadian/Native American ERG <p>As a company serving thousands of people in hundreds of communities, we are in a unique position to acknowledge and appreciate the intrinsic value diversity and inclusion brings. Therefore, Clean Harbors actively looks for opportunities to encourage individuals, business organizations, and community groups to join us in driving awareness and change.</p>
<p>Social Responsibility</p>	<p>8</p>	<p>* Describe your company's community engagement in areas surrounding your office (e.g. financial investments, provision of free or low-cost lighting retrofits in underserved communities, K-12 schools, etc.)</p>	<p>3.70%</p>	<p>We take pride in the communities where we operate our facilities and take place in various events to support those communities. Examples: In 2016 wildfire spread across southwest of Fort McMurray in Alberta, Canada threatening the surrounding communities. Clean Harbors lodging facilities welcomed in those displaced by the wildfires providing temporary quarters with food, water, and a safe place to sleep while the fires were contained. In September of 2017, for the second time within a month, Puerto Rico was impacted by a major hurricane. Hurricane Maria. The deadly Category 4 hurricane left over 3,000 dead and damaged an estimated 80% of the utility and infrastructure of the island. Safety-Kleen field services responded quickly collecting 80 pallets of water, food, fuel, and generators at the Port of Miami and in partnership with MSRC sent the supplies to Puerto Rico to aid in the relief effort.</p>
<p>Social Responsibility</p>	<p>9</p>	<p>* What percentage of your product offerings for this contract do small and diverse suppliers provide? (Examples of small and diverse business classifications include: Small Business Enterprises, Disadvantaged Business Enterprises, Women-owned Business Enterprises, Service Disabled Veteran-owned Business Enterprises, etc.)</p>	<p>3.70%</p>	<p>0-19%: 20-39%: 40-59%: 60-79%: 80-100%</p>
<p>Environmentally Sustainable Operations</p>	<p>10</p>	<p>* Does your company responsibly dispose of IT hardware and equipment at the end of its useful life?</p>	<p>3.70%</p>	<p>Yes - through an e-Stewards certified recycling partner (http://e-stewards.org/data/list-recyclers/); Yes - through an R2 certified recycling partner (https://sustainableelectronics.org/recyclers)</p>
<p>Environmentally Sustainable Operations</p>	<p>11</p>	<p>* What percentage of your company's owned and operated facilities are certified to the LEED green building rating system?</p>	<p>3.70%</p>	<p>0-19%: 20-39%: 40-59%: 60-79%: 80-100%</p>
<p>Environmentally Sustainable Operations</p>	<p>12</p>	<p>* Do any of your company's operational sites, offices, or subsidiaries have certified environmental management systems?</p>	<p>3.70%</p>	<p>Yes; No</p> <p>Attached Files : UC Sustainability Questionnaire QP12-ISO 14001 CH EMS Self Declaration.pdf</p>
<p>Environmentally Sustainable Operations</p>	<p>12.1</p>	<p>* What percentage of your company's operational sites, offices, or subsidiaries have certified environmental management systems?</p>	<p>N/A</p>	<p>0-19%: 20-39%: 40-59%: 60-79%: 80-100%</p>
<p>Environmentally Sustainable Operations</p>	<p>12.2</p>	<p>If Yes, Upload or provide a link to certification documentation (e.g. ISO 14001 certificate).</p>	<p>N/A</p>	<p>-</p>
<p>Environmentally Sustainable Operations</p>	<p>13</p>	<p>* Does your company provide subsidized public transportation options for all employees, and/or incentivize and facilitate employee participation in other alternative forms of work commuting such as membership in bike-shares, free bicycle parking and shower/locker facilities, etc.?</p>	<p>3.70%</p>	<p>Yes; No</p>

<p>Environmentally Sustainable Operations</p>	<p>14</p>	<p>* Describe and provide examples of your company's implementation of environmentally sound shipping and transportation practices (e.g. using more fuel efficient or hybrid/electric fleet vehicles, consolidated shipping, etc.)</p>	<p>3.70%</p>	<p>Transportation Fleet- we evaluate fleet routing to ensure efficiency in total miles driven, in the past 4 years our optimization has led to a 12% reduction in miles driven. We are adding alternative energy vehicles to our light-duty fleet, with our goal to grow the percentage of alternative vehicles in our light-duty fleet to represent over 10% by 2030. We have an in house Asset Refurbishment program for our heavy-duty transportation vehicles where we rebuild aging assets to like-new quality while reusing or recycling as much of the material as possible, please see Asset Refurbishment section in our Sustainability Report.</p>
<p>Environmentally Sustainable Operations</p>	<p>15</p>	<p>* Is your company an EPA registered SmartWay Partner or Affiliate (https://www.epa.gov/smartway/meet-smartway-partners-and-affiliates), or do you partner with companies who are registered?</p>	<p>3.70%</p>	<p>No</p>
<p>Environmentally Sustainable Operations</p>	<p>15.1</p>	<p>If Yes, * Provide a link certifying your affiliation.</p>	<p>N/A</p>	<p>Yes; No</p>
<p>University of California Packaging Requirements</p>	<p>16</p>	<p>* This question pertains to how your company complies with, and partners with suppliers who comply with, the Packaging Requirements outlined in the UC Sustainable Practices Policy Section V, G - 8 (https://policy.ucop.edu/doc/3100155). 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. Please indicate which criteria your company's packaging for products offered under this contract meets. Additional preference will be given for (b), re-usable packaging that is collected and re-used by supplier.</p>	<p>3.70%</p>	<p>a. Uses bulk packaging; b. Uses reusable packaging (e.g. containers reused by supplier for next deliver); 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</p>
<p>University of California Packaging Requirements</p>	<p>16.1</p>	<p>If b. Uses reusable packaging (e.g. containers reused by supplier for next deliver) * If your company uses re-usable packaging (defined as a take-back/return program where packaging is collected/returned to suppliers and re-enters the distribution process), describe how the University can participate in the re-use program.</p>	<p>N/A</p>	<p>we can offer re-useable packaging for some medical waste, primarily used by larger volume generators such as the Health Centers, details can be provided once site walks at the Health Centers are offered to suppliers.</p>
<p>University of California Packaging Requirements</p>	<p>17</p>	<p>* Describe in detail how your company (or its manufacturers) comply with the UC's Packaging Requirements. Include detail on the types of materials used for each product offering, and the type of materials used for shipments/deliveries of each product offering. Discuss how your company will mitigate the impacts of packaging waste.</p>	<p>3.70%</p>	<p>All packaging utilized by Clean Harbors is compliant with the Toxics in Packaging Prevention Act (AB 455). Additionally, we utilize Lab-Pak boxes in place of drums when feasible. These boxes come in 5, 10, 20, 30 and 55 gallon sizes and were designed to maximize efficiency while reducing cost. Some of the advantages of these boxes over drums, include they: - Can be shipped and stored flat - Take up less storage space - Cost less than pallets - Are more sustainable</p>

<p>University of California Packaging Requirements</p>	<p>18</p>	<p>* In alignment with our Zero Waste Goal, UC has banned expanded plastic foam packaging such as expanded polystyrene (EPS), expanded polyethylene (EPE), expanded polyurethane and expanded plastic foam hybrids from coming onsite. Please check one of the following:</p>	<p>3.70%</p>	<p>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 exemption for the</p> <p>Currently comply: company and all partnered suppliers do not use any expanded plastic foam materials in primary or secondary packaging.</p>
<p>University of California Packaging Requirements</p>	<p>18.1</p>	<p>If Exemption requested: company and partnered suppliers use expanded plastic foam in some components of packaging. Will apply for an exemption for the University of California campuses. *, Describe in detail your current utilization of foam in either your primary product packaging, or your secondary packaging for shipments. Include information on which products are packaged in foam, and types of foam materials used.</p>	<p>N/A</p>	
<p>University of California Packaging Requirements</p>	<p>19</p>	<p>* Describe how your company will assist the University of California in achieving and maintaining compliance with its foam ban and Zero Waste goal.</p>	<p>3.70%</p>	<p>We will only use foam for laboratory supply packaging during laboratory moves. We attempt to reuse the foam peanuts used in laboratory moves as long as no contamination has occurred. We continue to search for a suitable alternative to foam for laboratory moves and we will offer these products to UC if we find such products.</p>
<p>Additional Capabilities</p>	<p>20</p>	<p>* Does your company highlight, flag, and/or have a search/filter option to select products in your punchout/hosted catalog based on third party environmental certifications and attributes?</p>	<p>3.70%</p>	<p>Yes; No, but willing to create upon contract award within first 6-months.; No</p>
<p>Additional Capabilities</p>	<p>21</p>	<p>* What type of reporting can your company provide?</p>	<p>3.70%</p>	<p>Basic usage report; Usage report with an appended</p>
<p>Additional Capabilities</p>	<p>22</p>	<p>* Do you offer programs to assist customers in LEED certification?</p>	<p>3.70%</p>	<p>Yes; No</p>
<p>Additional Capabilities</p>	<p>22.1</p>	<p>If Yes * Please explain and include any associated costs.</p>	<p>N/A</p>	
<p>Additional Capabilities</p>	<p>23</p>	<p>* Does your company have a current sustainability scorecard (assessment took place within the last 12 months) with EcoVadis</p>	<p>3.70%</p>	<p>Yes; No</p>
<p>Circular Economy Options</p>	<p>24</p>	<p>* Describe how the University can get set up to take advantage of your program, including collection logistics, ongoing support and contact information.</p>	<p>3.70%</p>	<p>Clean Harbors offers recycling of numerous waste streams such as light bulbs, e-waste, waste automotive fluids, solvents and more.</p>
<p>Circular Economy Options</p>	<p>25</p>	<p>* List of any subcontractors used to collect, process, transport, recycle, repurpose, or properly dispose of goods or equipment that have reached the end of their useful life with the University.</p>	<p>3.70%</p>	<p>We may utilize the following 3rd party recyclers to provide waste recycling services to UC: Veolia, Cibra Solutions and Kinsbursky Brothers.</p>
<p>Circular Economy Options</p>	<p>26</p>	<p>* Describe how metrics on the success of the programs can be reported (i.e. financial savings, landfill diversion, CO2 emissions reduction, etc.)</p>	<p>3.70%</p>	<p>We can provide reports which show the percentage of waste shipped that was recycled.</p>
<p>Circular Economy Options</p>	<p>27</p>	<p>* Provide a complete description of costs for any programs offered in the questions above.</p>	<p>3.70%</p>	<p>These recycling services are part of our standard service offering and pricing has been provided in our cost proposal to UC.</p>

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Questionnaire Name: * 17.0 Value-Add Services
 Questionnaire Type: Technical
 Please provide your small business or company's value-add services. Upload documents and other pricing information that is not in the UC Pricing Worksheets, if applicable.
 Questionnaire Description:

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTION	Clean Harbors Environmental Services, Inc.
-	1	Please describe the value-add services, and upload back up documents if any. Provide a description and brief explanation how these services will benefit the University of California.	56.00%	-	Our free online services offer a variety of added values, please see attached. Attached Files : Value-Add Services Q#1-CH Added Value Services.pdf
-	2	Elaborate how the value-add services will support the University of California.	44.00%	-	Our online services make it very easy for the UCs to access invoices, certificates of disposal, manifest copies and waste profiles. The services also offer a very robust waste tracking system so the UCs can track their waste from the time it leaves the generator site until it has been final disposed. Our online reports can also benefit the UCs the types of reports include: Profile Summary Reports, Manifest Tracking Reports, Invoice Reports, Waste Tracking Reports and Customer Biennial Data Extract

Summary of Clean Harbors Standard Background Check

Clean Harbors' standard background check search package through our background search vendor is conducted on all of our employees at the time of hire. This includes the following:

- County Criminal Records Search
- State Criminal Records Search (Note: state searches are available in *most* areas, however, not all states have an accessible state repository)
- Federal Criminal Records Search
- Terrorist Database List
- National Criminal Records Search (includes Sex Offender Registry)
- Office of Foreign Assets Control (OFAC)
- Social Security Number Trace
- All of the background checks pull records for the past seven (7) years

At the time of hire, Clean Harbors uses **E-Verify** to check the I-9/Eligibility to work in the US and Drug testing is also performed.

Our Background Check Policy is a company confidential document that is not distributed outside of the company.



Health and Safety Policies and Standards

Management Leadership, Employee Involvement and Program Administration

- 1-A: Management Commitment (HS.00001.PLC-10HS)**
- 1-B: Planning and Resources (HS.00002.PLC-10HS)**
- 1-C: Health and Safety Policies (HS.00003.PLC-10HS)**
- 1-D: Authority Responsibility Line Accountability (HS.00004.PLC-10HS)**
- 1-E: Contractors and Contract Employees (HS.00005.PLC-10HS)**
- 1-F: Employee Involvement Policy (HS.00006.PLC-10HS)**
 - Behavioral Based Safety Standard (HS.00082.T2S-10HS)*
 - Health and Safety Committee Standard (HS.00083.T2S-10HS)*
- 1-G: HS System Goals (HS.00007.PLC-10HS) FINAL**
- 1-H: Health and Safety System Evaluation (HS.00008.PLC-10HS)**
- 1-I: Legislative Compliance (HS.00009.PLC-10HS)**
 - Employee Health Safety Rules Standard (HS.00084.T2S-10HS)*
 - Hazard Communication Standard (HS.00085.T2S-10HS)*

Worksite Analysis

- 2-A: Hazard Analysis_Change Routine Activity Prevention Control (HS.0010.PLC-10HS)**
 - 1,3-Butadiene Handling and Exposure Standard (HS.00001.T2S-10HS)*
 - Abrasive Blasting Standard (HS.00011.T2S-10HS)*
 - Acrylonitrile Standard (HS.00048.T2S-10HS)*
 - Ammonia Waste Safety Standard (HS.00013.T2S-10HS)*
 - Arsenic Standard (HS.00049.T2S-10HS)*
 - Asbestos Standard (HS.00040.T2S-10HS)*
 - Benzene Handling and Exposure (HS.00014.T2S-10HS)*
 - Beryllium Standard (HS.00050.T2S-10HS)*
 - Bio-Haz Infectious Substances Bloodborne Path Exposure Control Standard (HS.00015.T2S-10HS)*
 - Bonding and Grounding Standard (HS.00017.T2S-10HS)*
 - Bulging Container Management Standard (HS.00016.T2S-10HS)*
 - Cadmium Standard (HS.00051.T2S-10HS)*
 - Cold Stress Standard (HS.00018.T2S-10HS)*
 - Combustible Dust Safety Control & Mitigation Standard (HS.00094.T2S-10HS)*
 - Confined Space Entry Standard (HS.00030.T2S-10HS)*
 - Crystalline Silica (Quartz) Standard (HS.00012.T2S-10HS)*
 - Cyanide Handling Standard (HS.00020.T2S-10HS)*
 - Decontamination Standard (HS.00021.T2S-10HS)*
 - Drum and Container Handling Standard (HS.00022.T2S-10HS)*
 - Electricity Safety Standard (HS.00023.T2S-10HS)*
 - Employee Safety Meetings Standard (HS.00024.T2S-10HS)*
 - Ergonomics Program Standard (HS.00025.T2S-10HS)*
 - Ethylene Oxide Standard (HS.00041.T2S-10HS)*
 - Excavation and Trenching Standard (HS.00026.T2S-10HS)*
 - Explosives Handling, Storage and Disposal Standard (HS.00092.T2S-10HS)*
 - Fall Protection-Working from Heights (HS.00027.T2S-10HS)*
 - Formaldehyde Standard (HS.00052.T2S-10HS)*
 - Heat Stress Standard (HS.00029.T2S-10HS)*
 - Hexavalent Chromium Standard (HS.00053.T2S-10HS)*
 - Highly Hazardous Materials Acceptance Program Standard (HS.00059.T2S-10HS)*
 - Hot Work Permit Standard (HS.00035.T2S-10HS)*
 - Household Hazardous Waste Collections Standard (HS.00036.T2S-10HS)*
 - HPWJ Standard (HS.00031.T2S-10HS)*
 - Hydrogen Fluoride Safety Standard (HS.00042.T2S-10HS)*
 - Hydrogen Sulfide Awareness Standard (HS.00044.T2S-10HS)*
 - Job Hazard Analysis Standard (HS.00086.T2S-10HS)*
 - Lead Standard (HS.00054.T2S-10HS)*
 - Line and Equipment Opening Program Standard (HS.00037.T2S-10HS)*
 - Lock-out/ Tag-out Standard (HS.00045.T2S-10HS)*
 - Management of Change Standard (HS.00046.T2S-10HS)*
 - Marine (Boating) Safety Standard (HS.00061.T2S-10HS)*



Health and Safety Policies and Standards

Worksite Analysis (Cont'd)

Mercury Management Standard (HS.00039.T2S-10HS)
Methylene Chloride Standard (HS.00055.T2S-10HS)
Mobile Cranes Standard (HS.00047.T2S-10HS)
Pesticide Waste Collection Standard (HS.00057.T2S-10HS)
Pressure Relief Valves on Double Diaphragm Pumps Standard (HS.00087.T2S-10HS)
Pressure Washing Standard (HS.00066.T2S-10HS)
Radiation Protection Safety Standard (HS.00064.T2S-10HS)
Rail Transportation Bloodborne Response Standard (HS.00060.T2S-10HS)
Site Access Control Standard (HS.00065.T2S-10HS)
Site Characterization and Analysis Standard (HS.00062.T2S-10HS)
Site Specific Health & Safety Plan Standard (HS.00063.T2S-10HS)
Stationary Crane Standard (HS.00095.T2S-10HS)
Vinyl Chloride Standard (HS.00056.T2S-10HS)
Wildlife Awareness Program Standard (HS.00093.T2S-10HS)
Working Alone or in Isolation (HS.00002.T2S-10HS)
Working Safely on Petroleum Storage Tank Floating Roofs Standard (HS.00034.T2S-10HS)

2-B: Routine Inspections (HS.00011.PLC-10HS)

Ladders-Step Fixed Extension Standard (HS.00067.T2S-10HS)
Mechanical Retrieval Inspection Standard (HS.00089.T2S-10HS)
Sling Inspection Standard (HS.00090.T2S-10HS)
Ventilation Performance Testing Standard (HS.00096.T2S-10HS)

2-C: Hazard Reporting and Correction Tracking (HS.00013.PLC-10HS)

2-D: Incident Reporting and Investigations (HS.00014.PLC-10HS)

2-E: Trend Analysis (HS.00015.PLC-10HS)

Hazard Prevention and Control

3-A: Discipline Policy (HS.00016.PLC-10HS)

3-B: Predictive Preventive Maintenance (HS.00017.PLC-10HS)

Preventative Maintenance Standard (HS.00038.T2S-10HS)

3-C: Emergency/Security Procedures (HS.00018.PLC-10HS)

Emergency Response Standard (HS.00070.T2S-10HS)
First Aid Standard (HS.00071.T2S-10HS)
Fire Protection Standard (HS.00058.T2S-10HS)

3-D: Personal Protective Equipment (PPE) Policy (HS.00019.PLC-10HS)

Personal Protective Equipment Standard (HS.00072.T2S-10HS)
Respiratory Protection Standard (HS.00073.T2S-10HS)

3-E: Process Safety Management (HS.00020.PLC-10HS)

3-F: IIPP Policy (HS.00021.PLC-10HS)

3-G: Occupational Health Care Program (HS.00022.PLC-10HS)

Hearing Conservation Standard (HS.00075.T2S-10HS)
Industrial Hygiene Standard (HS.00076.T2S-10HS)
Medical Surveillance Program (HS.00003.T2S-10HS)
Return to Work for Non-Work Injuries or Illnesses (HS.00004.T2S-10HS)
Workplace Fetal Protection Standard (HS.00077.T2S-10HS)

3-H: Recordkeeping (HS.00023.PLC-10HS)

3-I: Document Control (HS.00024.PLC-10HS)

3-J: Safety Glasses and Safety Boots Reimbursement Policy (HS.00028.PLC-10HS)

Safety and Health Training

4-A: Health and Safety Training Recordkeeping (HS.00025.PLC-10HS)

Heavy Equipment Operator Standard (HS.00079.T2S-10HS)
Mobile Crane Training (HS.00078.T2S-10HS)
New Employee-Short Service Worker Standard (HS.00032.T2S-10HS)
Powered Industrial Vehicles Standard (HS.00043.T2S-10HS)

1.1 TECHNICAL SERVICES TRAINING REQUIREMENTS

Description	Driver (Class A)	Chemist	Lead Chemist	Sr. Lead Chemist	Reactive Materials Technician	Reactive Materials Foreman I	Reactive Materials Foreman II
40-Hour HAZWOPER	✓	✓	✓	✓	✓	✓	✓
Hazard Communication ⑧	✓	✓	✓	✓	✓	✓	✓
Medical Surveillance / Bloodborne Pathogens ⑧	✓	✓	✓	✓	✓	✓	✓
Respiratory Protection ⑧	✓	✓	✓	✓	✓	✓	✓
Confined Space / Heat Stress ⑧	✓	✓	✓	✓	✓	✓	✓
Personal Protective Equipment / Hearing Conservation ⑧	✓	✓	✓	✓	✓	✓	✓
Decontamination ⑧	✓	✓	✓	✓	✓	✓	✓
Emergency Response ⑧	✓	✓	✓	✓	✓	✓	✓
Drum and Material Handling ⑧	✓	✓	✓	✓	✓	✓	✓
Alcohol and Drug-Free Workplace	✓	✓	✓	✓	✓	✓	✓
Annual RCRA Training	✓	✓	✓	✓	✓	✓	✓
DOT Regulations for Hazardous Materials Employees	✓	✓	✓	✓	✓	✓	✓
Federal Motor Carrier / Clean Harbors Policies and Procedures	✓	✓	✓	✓	✓	✓	✓
Department of Homeland Security Active Shooter Training	✓	✓	✓	✓	✓	✓	✓
Fatigue Management Training	✓	✓	✓	✓	✓	✓	✓
Blood-borne Pathogens	✓	✓	✓	✓	✓	✓	✓
Loss Prevention and Control	✓	✓	✓	✓	✓	✓	✓
Battery Packing ④	✓	✓	✓	✓	✓	✓	✓
Main Accumulation Areas Satellite Accumulation Areas ④	✓	✓	✓	✓	✓	✓	✓
Lab Pack Waste Routing and Disposal Facilities ④	✓	✓	✓	✓	✓	✓	✓

Description	Driver (Class A)	Chemist	Lead Chemist	Sr. Lead Chemist	Reactive Materials Technician	Reactive Materials Foreman I	Reactive Materials Foreman II
Lab Pack Disposal Codes and Guidelines		✓	✓	✓			
Lab Pack Segregation and Packing Procedures		✓	✓	✓			
Lab Pack Special Permits		✓	✓	✓			
Lab Pack Paperwork		✓	✓	✓			
Mercury Packaging and Routing		✓	✓	✓			
Organic Peroxide Shipping and Packaging		✓	✓	✓			
National Fire Protection Association Oxidizer Packaging		✓	✓	✓			
PCBs Shipping and Packaging		✓	✓	✓			
Cylinder Evaluation and Shipping Protocol		✓	✓	✓			
Reactive Materials Safety Alert		✓	✓	✓			
Healthcare Hazard Awareness		✓	✓	✓			
Household Hazardous Waste Orientation		✓	✓	✓			
Household Hazardous Waste Supervisor			✓	✓			
Reactive Lithium Handling			✓	✓			
Lab Pack Disposal Restrictions			✓	✓			
Lab Pack Unknown Material Handling (chemical fingerprinting)				✓	✓	✓	✓
Explosives Packing and Shipping				✓			
DEA Controlled Substances Certified Shipper	R	R	R	R			
HIPAA Training	☺	☺	☺	☺			
Portable Fire Extinguisher Training	✓	☺	☺	☺	✓	✓	✓
16-Hour New Driver Training	✓	☺	☺	☺			
Driver Refresher Training	✓	☺	☺	☺			

Description	Driver (Class A)	Chemist	Lead Chemist	Sr. Lead Chemist	Reactive Materials Technician	Reactive Materials Foreman I	Reactive Materials Foreman II
Defensive Driving—Commercial Vehicle	✓	☹	☹	☹			
First Aid / CPR					✓	✓	✓
24-Hour Reactive Materials Technician Training					✓	✓	✓
Reactive Material Standard Operating Procedures						✓	✓
24-Hour Reactive Materials Foreman Level II Training							✓

Symbols Legend:

- ✓ Required course for the job title
- Ⓢ Course addresses the OSHA 8-Hour Annual Refresher training requirement
- 🕒 Course is part of 40-Hour Lab Pack Chemist Training
- 🚚 Course requirement for Chemists with Class B Commercial Driver’s Licenses
- R Course requirement only for personnel that pack and ship DEA controlled substances
- 🔒 Course requirement for personnel that could potentially have access to personal health identification (PHI) information

1.2 FIELD SERVICES TRAINING REQUIREMENTS

Minimum Required Training	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
40-Hour OSHA HAZWOPER Training	*	*	*	*
Refresher Module 1 of 8 – HAZCOM	*	*	*	*
Refresher Module 2 of 8 – Medical / Bloodborne*	*	*	*	*
Refresher Module 3 of 8 – Respiratory Protection*	*	*	*	*
Refresher Module 4 of 8 – Confined Space / Heat Stress*	*	*	*	*
Refresher Module 5 of 8 – PPE / Hearing Protection*	*	*	*	*
Refresher Module 6 of 8 – Decontamination*	*	*	*	*
Refresher Module 7 of 8 – Emergency Response*	*	*	*	*
Refresher Module 8 of 8 – Drum & Material Handling*	*	*	*	*
Bloodborne Pathogen Training*	*	*	*	*
Covid-19 Response	*	*	*	*
Hearing Conservation & Safety*	*	*	*	*
Cold and Heat Stress	*	*	*	*
CPR Certification**	*	*	*	*
First Aid Certification**	*	*	*	*
Bonding & Grounding	*	*	*	*
Lockout / Tagout Affected Training Exam	*	*	*	*
Aerial Lift Training Exam	*	*	*	*
Fall Protection / Elevated Work Training Exam	*	*	*	*
Confined Space Rescue*	*	*	*	*
Confined Space Entrant / Attendant	*	*	*	*
Hot Work Training Exam	*	*	*	*
DOT Regulations for Hazardous Materials Employees***	*	*	*	*
Air Monitoring	*	*	*	*
Substance Abuse Supervisory Training		*	*	*
HAZWOPER Manager / Supervisor Training		*	*	*
Lockout / Tagout Authorized Training Exam		*	*	*
Confined Space Entry Supervisor		*	*	*
Hot Work Authorized Training Exam		*	*	*
Excavation & Trenching Competent Person		*	*	*

** Biannual Requirement

*** Triennial Requirement

* Annual requirement

Incentive-Based Electives	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
CDL w/Hazardous Materials Endorsement Program	*	*	*	*
Heavy Equipment Operator Status	*	*	*	*
Hepatitis B Vaccinations & Responsibilities		*	*	*
Certified Hazardous Material Handler (CHMH) Certification				*
Certified Hazardous Material Manager (CHMM) Certification				*

Additional Training Available at Management's Discretion	Environmental Tech I	Environmental Tech II	Environmental Tech III	Field Service Foreman
High Pressure Water Blasting	♦	♦	♦	♦
Forklift Certification	♦		♦	♦
3-Year Forklift Certification	♦	♦	♦	♦
Boating Safety	♦	♦	♦	♦
Cyanide Handling		♦	♦	♦
Electrical Safety		♦	♦	♦
Equipment Safety Inspection		♦	♦	♦
Hydrofluoric Acid Handling		♦	♦	♦
Underground Utility Vault		♦	♦	♦
Scaffolding Competent Person		♦	♦	♦
OSHA Regulated Substances Handling				♦
Pathological Waste Handling				♦
High-Hazard / Reactive Materials Handling				♦

Anchorage, AK

Anchorage Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 907-331-6600](tel:907-331-6600)

[More Info](#)

Bakersfield, CA

Bakersfield Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 661-587-0021](tel:661-587-0021)

[More Info](#)

Bartow, FL

Bartow Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 863-533-6111](tel:863-533-6111)

[More Info](#)

Baton Rouge, LA

Baton Rouge Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 225-778-1234](tel:225-778-1234)

[More Info](#)

Boynton Beach, FL

Boynton Beach Technical Services

Services: Waste Disposal Services & Chemical
Packing & Household Hazardous Waste

[Phone: 561-736-1339](tel:561-736-1339)

[More Info](#)

Braintree, MA

Braintree Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 781-380-7175](tel:781-380-7175)

[More Info](#)

Bridgeport, NJ

Bridgeport Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 856-467-3103](tel:856-467-3103)

[More Info](#)

Bristol, CT

Bristol Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 860-583-8917](tel:860-583-8917)

[More Info](#)

Camarillo, CA

Camarillo Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 805-987-0217](tel:805-987-0217)

[More Info](#)

Eagan, MN

Cannon Falls Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 651-767-9590](tel:651-767-9590)

[More Info](#)

Caseyville, IL

Caseyville Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 913-491-4051](tel:913-491-4051)

[More Info](#)

Cincinnati, OH

Cincinnati Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 513-681-6242](tel:513-681-6242)

[More Info](#)

Clackamas, OR

Clackamas Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 503-742-7105](tel:503-742-7105)

[More Info](#)

Cleveland, OH

Cleveland Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 216-429-2402](tel:216-429-2402)

[More Info](#)

Compton, CA

Compton Technical Services

Services: Waste Disposal Services & Chemical
Packing & Household Hazardous Waste

[Phone: 310-307-7450](tel:310-307-7450)

[More Info](#)

Dallas, TX

Dallas Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 214-631-1660](tel:214-631-1660)

[More Info](#)

Denver, CO

Denver Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 303-371-1100](tel:303-371-1100)

[More Info](#)

Des Moines, IA

Des Moines Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 515-802-3480](tel:515-802-3480)

[More Info](#)

Dolton, IL

Dolton Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 708-225-8100](tel:708-225-8100)

[More Info](#)

Greenbrier, TN

Greenbrier Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 615-643-3170](tel:615-643-3170)

[More Info](#)

Juneau, AK

Juneau Technical Services

Services: Waste Disposal Services & Chemical
Packing & Household Hazardous Waste

[Phone: 907-780-6691](tel:907-780-6691)

[More Info](#)

Kent, WA

Kent Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 253-639-4240](tel:253-639-4240)

[More Info](#)

La Porte, TX

La Porte Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 281-884-5500](tel:281-884-5500)

[More Info](#)

Laurel, MD

Laurel Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 301-939-6000](tel:301-939-6000)

[More Info](#)

Lenexa, KS

Lenexa Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 913-491-4051](tel:913-491-4051)

[More Info](#)

Lexington, SC

Lexington Technical Services

Services: Waste Disposal Services & Chemical
Packing & Household Hazardous Waste

[Phone: 803-490-6003](tel:803-490-6003)

[More Info](#)

Linden, NJ

Linden Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 908-525-7043](tel:908-525-7043)

[More Info](#)

Pecatonica, IL

Pecatonica Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 815-239-2152](tel:815-239-2152)

[More Info](#)

Phoenix, AZ

Phoenix Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 602-258-6155](tel:602-258-6155)

[More Info](#)

Manati, PR

Puerto Rico Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 787-854-1090](tel:787-854-1090)

[More Info](#)

Reidsville, NC

Reidsville Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 336-342-6106](tel:336-342-6106)

[More Info](#)

San Antonio, TX

San Antonio Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 210-304-3000](tel:210-304-3000)

[More Info](#)

San Diego, CA

San Diego Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 619-241-4250](tel:619-241-4250)

[More Info](#)

San Jose, CA

San Jose Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 408-451-5000](tel:408-451-5000)

[More Info](#)

South Portland, ME

South Portland Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 207-799-8111](tel:207-799-8111)

[More Info](#)

Sparks, NV

Sparks Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 775-624-8060](tel:775-624-8060)

[More Info](#)

Spokane Valley, WA

Spokane Valley Technical Services

Services: Waste Disposal Services & Chemical
Packing & Household Hazardous Waste

[Phone: 509-535-3244](#)

[More Info](#)

Sterling Heights, MI

Sterling Heights Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 586-977-8174](#)

[More Info](#)

Syracuse, NY

Syracuse Technical Services

Services: Waste Disposal Services & Chemical
Packing & Household Hazardous Waste

[Phone: 315-741-3270](#)

[More Info](#)

Tooele, UT

Tooele Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 435-843-4840](#)

[More Info](#)

Stone Mountain, GA

Tucker Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 770-908-8251](#)

[More Info](#)

Waukesha, WI

Waukesha Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 262-293-2267](#)

[More Info](#)

West Point, VA

West Point Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 804-843-2180](#)

[More Info](#)

West Sacramento, CA

West Sacramento Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 916-520-3620](#)

[More Info](#)

Wheeling, WV

Wheeling Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 304-238-5433](tel:304-238-5433)

[More Info](#)

Wichita, KS

Wichita Technical Services

Services: Waste Disposal Services & Recycling
Services Overview & Chemical Packing &
Household Hazardous Waste

[Phone: 316-269-7400](tel:316-269-7400)

[More Info](#)

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 Hazardous and Medical Waste. 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 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. Notwithstanding the foregoing and anything to the contrary herein, the parties agree that the Principal Procurement Agency may have different pricing from other Public Agencies.

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 \$50M 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 one of 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 the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to 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 negotiated 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 that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier may offer such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to market the Master Agreement as a 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 manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 *ORL* 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 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 *ORL* 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 *ORL* 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).

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 *ORL* 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 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.

Does offeror agree? YES *ORL* 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 for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES *ORL* 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 *ORL* Initials of Authorized Representative of offeror

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 *OC* Initials of Authorized Representative of offeror

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.

Does offeror agree? YES *OC* Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

Does Vendor agree? YES *OC* Initials of Authorized Representative of Vendor

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 books, documents, papers and records of offeror that are directly 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 *OC* Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES *OC* 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 *OC* 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: Clean Harbors Environmental Services, Inc.

Address, City, State, and Zip Code: 42 Longwater Drive, Norwell, MA 02061
Phone Number: (781) 792-5000 Fax Number: (781) 792-5938
Printed Name and Title of Authorized Representative: George L. Curtis, Executive VP- Pricing & Proposals
Email Address: curtisg@cleanharbors.com

Signature of Authorized Representative:  Date: 5/25/23

**OMNIA PARTNERS EXHIBITS
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 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Clean Harbors Environmental Services, Inc.

Street: 42 Longwater Drive

City, State, Zip Code: Norwell, MA 02061

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

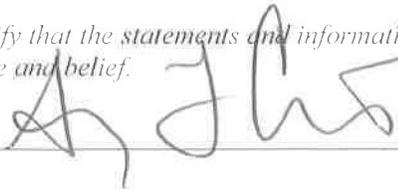
I George L. Curtis, an authorized representative of Clean Harbors Environmental Services, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
none		

I further certify that the ~~statements and~~ information contained herein, are complete and correct to the best of my knowledge ~~and belief~~.

5/25/23
Date



Executive VP- Pricing & Proposals
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Clean Harbors Environmental Services, Inc.

Street: 42 Longwater Drive

City, State, Zip Code: Norwell, MA 02061

State of Massachusetts

County of Plymouth

I, George L. Curtis of the Norwell
Name City

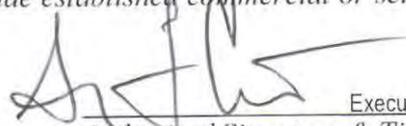
in the County of Plymouth, State of Massachusetts
of full age, being duly sworn according to law on my oath depose and say that:

I am the Executive VP- Pricing & Proposals of the firm of Clean Harbors Environmental Services, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

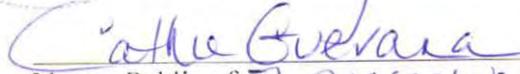
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

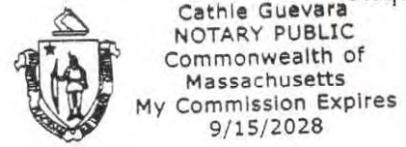
Clean Harbors Environmental Services, Inc.
Company Name


Executive VP- Pricing & Proposals
Authorized Signature & Title

Subscribed and sworn before me

this 25 day of May, 2023


Notary Public of Massachusetts
My commission expires Sept. 15, 2028





OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Clean Harbors Environmental Services, Inc.
Street: 42 Longwater Drive
City, State, Zip Code: Norwell, MA 02061

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the
- 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.

5-25-23
Date


Executive VP- Pricing & Proposals
Authorized Signature and Title

Certification **4579**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2021** to **15-Oct-2024**



A handwritten signature in black ink, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

CLEAN HARBORS ENVIRONMENTAL SER
42 LONGWATER DRIVE
NORWELL MA 02061



Certification **1803**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2022** to **15-Mar-2025**

SAFETY-KLEEN SYSTEMS, INC.
42 LONGWATER DRIVE
NORWELL MA 02061



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4, continued **C. 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.”

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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 Clerk

Sheriff

{County Executive}

Surrogate

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.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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.

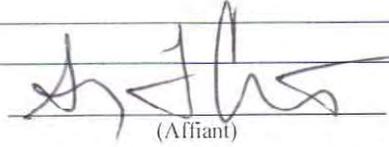
Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 25 day of May, 2023

(Notary Public)

My Commission expires: Sept. 15, 2028


(Affiant)

George L. Curtis, Executive VP- Pricing & Proposals
(Print name & title of affiant)

(Corporate Seal)



Cathie Guevara
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
9/15/2028

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: UC Systemwide Hazardous and Medical Waste | 003101-Mar2023

VENDOR NAME: Clean Harbors Environmental Services, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) 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. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/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

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), 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.

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 State of New Jersey 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 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Handwritten Signature)

05/25/2023
Date

George L. Curtis, Executive VP- Pricing & Proposals
Print Name and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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.

<http://www.state.nj.us/treasury/revenuc/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Trade Name:

Address: 42 LONGWATER DRIVE
NORWELL, MA 02061-1612

Certificate Number: 0102723

Effective Date: September 16, 1988

Date of Issuance: May 25, 2023

For Office Use Only:

20230525115845340

Clean Harbors and Subsidiaries TSDFs

Clean Harbors reserves the right to amend this list.

Facility Name	Also Known As	Facility Type	Phone #	Address	City	State/Prov	Postal Code	Country	WIN ID#	EPA ID
Clean Harbors Deer Park, LLC	Altair Landfill	Landfills	979-234-5749	P.O. Box 226	Altair	TX	77412	US	AL	TXD980624274
Clean Harbors Aragonite, LLC	Aragonite Incineration Facility	Incinerators	435-884-8100	P.O. Box 1339	Grantsville	UT	84029	US	AG	UTD981552177
Clean Harbors of Baltimore, Inc.	Baltimore Facility	Disposal Facilities	410-244-8200	1910 Russell Street	Baltimore	MD	21230	US	BA	MDD980555189
Clean Harbors Florida, LLC	Bartow Facility	Disposal Facilities	863-533-6111	170 Bartow Municipal Airport	Bartow	FL	33830	US	BW	FLD980729610
Clean Harbors Baton Rouge, LLC	Baton Rouge Facility	Wastewater Treatment	225-778-1234	13351 Scenic Highway	Baton Rouge	LA	70807	US	BN	LAD010395127
Clean Harbors of Braintree, Inc.	Braintree Facility	Disposal Facilities	781-380-7100	1 Hill Ave.	Braintree	MA	02184	US	BR	MAD053452637
Clean Harbors Environmental Services, Inc.	Bridgeport Oil Facility	Oil Recycling Facilities	856-467-3103	P.O. Box 337	Bridgeport	NJ	08014	US	OB	NJD053288239
Clean Harbors Buttonwillow, LLC	Buttonwillow Landfill	Landfills	661-762-6200	P.O. Box 787	Buttonwillow	CA	93206	US	BL	CAD980675276
Clean Harbors Chattanooga, LLC	Chattanooga Facility	Wastewater Treatment	423-821-6926	3300 Cummings Road	Chattanooga	TN	37419	US	CG	TND 982 141392
Clean Harbors Services, Inc.	Chicago Facility	Disposal Facilities	773-646-6202	11800 South Stony Island Avenue	Chicago	IL	60617	US	CH	ILD000608471
Spring Grove Resource Recovery, Inc.	Cincinnati (Spring Grove) Facility	Disposal Facilities	513-681-6242	4879 Spring Grove Avenue	Cincinnati	OH	45232	US	SG	OHD000816629
Clean Harbors Recycling Services of Chicago, LLC	Clean Harbors Recycling Services	Solvent Recycling Facilities	773-247-2828	1445 West 42nd Street	Chicago	IL	60609	US	SC	ILD005450697
Clean Harbors Recycling Services of Hebron, LLC	Clean Harbors Recycling Services	Solvent Recycling Facilities	740-929-3532	581 Milliken Drive	Hebron	OH	43025	US	SH	OHD980587364
Clean Harbors Environmental Services, Inc.	Cleveland Facility	Wastewater Treatment	216-429-2402	2900 Rockefeller Avenue	Cleveland	OH	44115	US	CL	OHD000724153
Clean Harbors Colfax, LLC	Colfax Facility	Disposal Facilities	318-627-3443	3763 Highway 471	Colfax	LA	71417	US	CF	LAD981055791
Clean Harbors of Connecticut, Inc.	Connecticut Facility	Wastewater Treatment	860-583-8917	51 Broderick Road	Bristol	CT	06010	US	WC	CTD000604488
Clean Harbors Deer Park, LLC	Deer Park Incineration Facility	Incinerators	281-930-2300	2027 Independence Parkway South	La Porte	TX	77571	US	DE	TXD055141378
Clean Harbors Deer Trail, LLC	Deer Trail Landfill	Landfills	970-386-2293	108555 East Highway 36	Deer Trail	CO	80105	US	DR	COD991300484
DuraTherm, Inc.	DuraTherm	Disposal Facilities	281-339-1352	PO Box 58466	Houston	TX	77258-8466	US	DU	TXD981053770
Clean Harbors El Dorado, LLC	El Dorado Incineration Facility	Incinerators	870-863-7173	309 American Circle (for UPS) 3 Miles East 7 Miles North of Knolls, Exit 41 off I-80	El Dorado	AR	71730	US	EL	ARD069748192
Clean Harbors Grassy Mountain, LLC	Grassy Mountain Landfill	Landfills	435-884-8900	2247 South Highway 71	Grantsville	UT	84029	US	GM	UTD991301748
Clean Harbors Environmental Services, Inc.	Kimball Incineration Facility	Incinerators	308-235-4012	500 Independence Parkway South	Kimball	NE	69145	US	KP	NED981723513
Clean Harbors La Porte, L.P.	La Porte Facility	Treatment, Storage & Disposal Facilities	281-884-5500	500 Independence Parkway South	La Porte	TX	77571	US	LT	TXD982290140
Clean Harbors Environmental Services, Inc.	La Porte Medical Waste	Autoclave Facility	281-884-5500	500 Independence Parkway South	La Porte	TX	77571	US	LMW	TXD982290140
Clean Harbors Lone Mountain, LLC	Lone Mountain Landfill	Landfills	580-697-3500	Route 2 Box 170	Waynoka	OK	73860	US	LG	OKD065438376
Clean Harbors Environmental Services, Inc.	Newark Oil Facility	Oil Recycling Facilities	973-643-6025	41 Tompkins Point Rd.	Newark	NJ	07114	US	ON	NJD000768093
Clean Harbors Arizons, LLC	Phoenix Facility	Disposal Facilities	602-462-2300	1340 West Lincoln Street	Phoenix	AZ	85007	US	PH	AZD049318009
Clean Harbors Reidsville, LLC	Reidsville Facility	Treatment, Storage & Disposal Facilities	336-342-6106	208 Watlington Industrial Drive	Reidsville	NC	27320	US	RD	NCD000648451
Clean Harbors of San Jose, LLC	San Jose Facility	Disposal Facilities	408-441-0962	1021 Berryessa Road	San Jose	CA	95133	US	SJ	CAD059494310
Sawyer Disposal Services, LLC	Sawyer Landfill	Disposal Facilities	701-624-5622	P.O. Box 168	Sawyer	ND	58781	US	SW	NDD000351270
Clean Harbors Environmental Services, Inc.	South Portland Oil Facility	Oil Recycling Facilities	207-772-2201	37 Rumery Road	South Portland	ME	04106	US	RU	MED980672182
Clean Harbors White Castle, LLC	White Castle Facility	Wastewater Treatment	225-545-7800	52735 Clarke Road	White Castle	LA	70788	US	WT	LAD982549636
Clean Harbors Kansas, LLC	Wichita Facility	Treatment, Storage & Disposal Facilities	316-269-7400	2549 N. New York Street	Wichita	KS	67219	US	WH	KSD007246846
Clean Harbors Wilmington, LLC	Wilmington Facility	Disposal Facilities	310-835-9998	1737 East Denni Street	Wilmington	CA	90744	US	WI	CAD044429835
Murphy's Waste Oil Service, Inc.	Woburn Oil Facility	Oil Recycling Facilities	781-935-9066	252 Salem Street	Woburn	MA	01801	US	MU	MAD066588005

Safety-Kleen Systems, Inc.	SK Santa Ana, CA (Los Angeles)	714-429-4300	2170 South Yale Street	Santa Ana	CA	92704	US	SAA	CAT000613976
Safety-Kleen Systems, Inc.	SK RC Cranston	(401) 781-0808	167 Mill Street	Cranston	RI	02905-1049	US	CRR	RI0084802842
Safety-Kleen Systems, Inc.	SK RC Denton	(940) 483-5200	1722 Cooper Creek Road	Denton	TX	76208-1000	US		TX0077603371
Safety-Kleen Systems, Inc.	RC Denton	(708) 225-8100	633 East 138th Street	Dolton	IL	60419-1058	US	DOR	IL0980613913
Safety-Kleen Recycle Center	RC Jackson	(601) 961-6992	990 Commer St.	Jackson	MS	39225	US	JAR	M5D985969690
Safety-Kleen Recycle Center	RC Lexington	(803) 356-4061	130-A Frontage Road	Lexington	SC	29073-9141	US	LER	SC0077995488
Safety-Kleen Recycle Center	RC Linden	(908) 862-2000	1200 Sylvan Street	Linden	NJ	07036-6418	US	LIN	NJ0002182897
Safety-Kleen Recycle Center	RC Smithfield	(502) 845-2453	3700 La Grange Road	Smithfield	KY	40068-7903	US	SMR	KY0053348108
Emerald Services, Inc.	Emerald Services, Inc.	206-715-5385	1500 Airport Way South 1300 West 12th Street	Seattle	WA	98134	US	ESW	WAD058367152
Emerald Petroleum Services Inc	Emerald Petroleum Services Inc	360-903-5372 ©		Vancouver	WA	98660	US	EVN	WAD068794387
Emerald Services, Inc.	Emerald Services, Inc.	219-689-7485	1825 Alexander Ave	Tacoma	WA	98421	US	EMR	WAD981769110

Approved Vendor List

CLEAN HARBORS APPROVED 3RD PARTY DISPOSAL VENDOR LIST						
Approval Status	Parent Company	Facility Name	Facility Type	City	State/Prov	Country
Post Intergration Approval	Approved Medical Waste	Approved Medical Waste / Future Healthcare Systems CT, Inc	Medical Waste	Bridgeport	CT	USA
CHESI Legacy Vendor	Approved Medical Waste	Approved Medical Waste / Future Healthcare Systems, Inc	Medical Waste	Mt. Vernon	NY	USA
Post Intergration Approval	Barnett Medical Services	Barnett Medical Services	Medical Waste	Modesto	CA	USA
Post Intergration Approval	Covanta	Covanta - Biologic Environmental	Medical Waste	Hayward	CA	USA
CHESI Legacy Vendor	Curtis Bay Energy	Curtis Bay Energy	Medical Waste	Baltimore	MD	USA
CHESI Legacy Vendor	Daniels Sharpmart, Inc	Daniels Sharpmart, Inc - Baltimore	Medical Waste	Baltimore	MD	USA
CHESI Legacy Vendor	Daniels Sharpmart, Inc	Daniels Sharpmart, Inc - Easton PA	Medical Waste	Easton	PA	USA
CHESI Legacy Vendor	Daniels Sharpmart, Inc	Daniels Sharpmart, Inc - Fresno	Medical Waste	Fresno	CA	USA
CHESI Legacy Vendor	Daniels Sharpmart, Inc	Daniels Sharpmart, Inc - Orlando	Medical Waste	Orlando	FL	USA
CHESI Legacy Vendor	Daniels Sharpmart, Inc	Daniels Sharpmart, Inc - Sturtevant	Medical Waste	Sturtevant	WI	USA
CHESI Legacy Vendor	Daniels Sharpmart, Inc	Daniels Sharpmart, Inc - Walton KY	Medical Waste	Walton	KY	USA
CHESI Legacy Vendor	Haz-Med Inc	Haz-Med Inc	Medical Waste	Santa Paula	CA	USA
CHESI Legacy Vendor	Medical Waste Services LLC	Medical Waste Services LLC	Medical Waste	Paramount	CA	USA
CHESI Legacy Vendor	Medsharps, LLC	Medsharps, LLC	Medical Waste	Schertz	TX	USA
Post Intergration Approval	New England Medical	New England Medical (Bio-Med Innovations)	Medical Waste	Middletown	MA	USA
Post Intergration Approval	Trilogy MedWaste	Trilogy MedWaste - Hendersonville	Medical Waste	Hendersonville	TN	USA
CHESI Legacy Vendor	Waste Management, Inc.	WM Healthcare Solutions	Medical Waste	Escondido	CA	USA

DocuSign Envelope ID: 087A5649-F60B-46A5-87A0-2370027418A5

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible, while the information is being used for occupational safety and health purposes.

Year **2022**

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name **Clean Harbors Environmental Services**

City **Norwell** State **MA**

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Identify the person			Describe the case			Classify the case			Check the "injury" column or choose one type of illness.								
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Remained at work	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury	(1) Skin Disorder	(2) Respiratory Condition	(3) Poisoning	(4) Hearing Loss	(5) All other illnesses
90701		Retail Technician	1/11/2022	Customer site	Respiratory distress due to chemical exposure												
90708		Driver Class B	1/12/2022	Company yard	Abraction to head from falling off equipment		x			1		x					
90783		Driver, Class A Liquid	1/13/2022	Customer site	Facial Laceration		x			59	9	x					
90804		Driver, Class A	1/13/2022	Customer site	Strain arm lifting vacuum hose		x			6	52	x					
91057		CleanPack Chemist (CDL)	1/20/2022	Company facility	Cervical Strain (neck)				x			x					
91184		Retail Technician	1/21/2022	Customer site	Back strain from placing a bulb box on the scale			x			28	x					
91535		Driver, Class A	1/25/2022	Customer site	Contusion and abrasion on his leg while using a drum dolly							x					
91633		CleanPack Chemist	2/4/2022	Company yard	Contusion from tripping on a black plastic strap							x					
91633		Lead Customer Service Rep	2/8/2022	Company yard	Sprain wrist from fall							x					
91727		Retail Technician	2/9/2022	Customer site	Contusion on head from fall			x			12	x					
91801		Environmental Technician CBPP	2/11/2022	Company yard	Contusion from slipping on black ice		x			56		x					
91837		Driver Class A	2/11/2022	Thomas Nelson Hwy - Virginia	Muscle strain from motor vehicle accident		x			62	69	x					
91915		Ship/Rec/Bleed Oper III	2/14/2022	Company facility	Slices slipped on the ice				x			x					
91918		Vehicle Maintenance Mechanic	2/15/2022	Company facility	Employee strained elbow lifting propane cylinder.				x		139	x					
91928		InSite Technician	2/14/2022	Customer site	Puncture from needle stick							x					
92064		Facility Maintenance Repair I	2/17/2022	Company facility	Right index finger laceration caused by extended hose clamp							x					
92282		Driver Class A	2/14/2022	Company yard	Strain lower back from lifting		x			180	1	x					
92337		Environmental Technician CBPP	2/25/2022	Company yard	Strain shoulder from lifting bags of debris							x					
92366		Incheration Operator II	2/25/2022	Customer site	Chemical burn from spray		x			16	5	x					
92427		Truck to Truck Technician	2/28/2022	Company yard	Fractured finger from handling drum			x			30	x					
92798		Driver Class A	3/9/2022	Interstate I-94 - Connecticut	Contusion from motor vehicle accident							x					
92888		Driver Class A	3/12/2022	Company yard	Staples to lacerated head from object						3	x					
93303		Field Service Technician III	3/21/2022	Company yard	Laceration to finger from fall						12	x					
93369		Facility Technician I	3/22/2022	Company yard	Laceration from handling bulb boxes							x					
93676		Supervisor Shift Oil Rec	3/29/2022	Company yard	Thermal burn from hot oil spray							x					
93695		Facility Operations Supervisor	3/29/2022	Company facility	Fractured finger caught between the double doors							x					
94227		Facility Equipment Operator II	4/8/2022	Company yard	Fracture from contact with vehicle on property		x			86		x					

Docusign Envelope ID: 087A5649-F60B-46A5-87A0-2370027418A5

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Weiker)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:				Check the "injury" column or choose one type of illness:									
						Death	Days away from work	Job transfer or restriction	Remained at work	Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses						
(G)	(H)	(I)	(J)	(K)	(L)	(M)	(1)	(2)	(3)	(4)	(5)	(6)											
101305	Senior Tax Accountant	Company facility	8/26/2022	Company facility	Fractured toe from falling file cabinet																		
101349	Driver Class A	Customer site	8/29/2022	Customer site	Fractured finger from tripping over manhole was open																		
101388	Environmental Technician CBPP	Company yard	8/29/2022	Company yard	Heat Exposure performing a cleanup of a secondary containment area																		
101926	Facility Technician II	Company facility	9/9/2022	Company facility	Strain back from moving drum on pallet																		
102341	Refinery Operator	Company yard	9/19/2022	Company yard	Strain leg when slipped on a curb					92													
102384	Driver Class B	Company yard	9/19/2022	Company yard	Sprain ankle walking in the parking lot early hours																		
102818	Refinery Operator	Company yard	9/25/2022	Company yard	Fractured foot while descending ladder																		
103249	Driver Class A	Company yard	9/30/2022	Company yard	Contusion from falling backwards when reached for handle on truck																		
103284	Driver Class A	Customer site	9/28/2022	Customer site	Strain elbow when pulling on the pallet jack handles																		
103300	Environmental Technician CBPP	Customer site	10/3/2022	Customer site	Employee sharps injury																		
104916	Operator Processing	Company facility	10/14/2022	Company facility	Exposure to eye during lifting motion; got lime into left eye																		
105427	Driver Class A	Customer site	10/21/2022	Customer site	Strain Achilles tendon while moving a drum																		
105739	Environmental Technician CBPP	Company facility	10/28/2022	Company facility	Fractured finger when tripped and a sledgehammer fell onto thumb																		
105920	CleanPack Chemist	Interstate I-95 - Florida	10/29/2022	Customer site	Strain from motor vehicle accident																		
107288	Environmental Technician I	Customer site	11/7/2022	Customer site	Laceration to arm on the cut edge of the tank while reaching																		
107330	Facility Technician I	Company facility	11/7/2022	Company facility	Laceration to finger while grabbing filter as it passed to throw it into the trash																		
107749	Environmental Tank Cleaner	Company yard	11/15/2022	Company yard	Fracture foot when trailer stand fell																		
107848	Environmental Technician CBPP	Customer site	11/16/2022	Customer site	Sutures to mouth from metal piece striking face																		
108252	Facility Technician I	Company facility	11/23/2022	Company facility	Strain shoulder when tripped over a broken pallet slat																		
108369	Driver Class A	Customer site	11/21/2022	Customer site	Laceration when drum dolly hit driver in the face																		
108709	Vehicle Maintenance Mechanic	Company facility	11/30/2022	Company facility	Contusion to foot when moving a large steel cylinder																		
108865	Field Service Supervisor	Customer site	12/9/2022	Customer site	Eye injury when cutting a pipeline containing # 6 oil with a grinder																		
109026	NT Driver Tanker	Company yard	12/7/2022	Company yard	Contusion to foot when climbing the stairs on the side of the tractor and lost his footing causing fall backwards																		
110036	CleanPack Chemist	Customer site	12/21/2022	Customer site	Fractured finger while moving drums at MPM																		
110219	Facility Technician I	Company facility	12/22/2022	Company facility	Fractured leg while trying to move a pallet on the elevator.																		
110344	CleanPack Chemist (CDL)	Customer site	12/27/2022	Customer site	Potential OPIH exposure from needle while handling waste																		
						0	25	20	44	1536	1141	89	0	0	0	0	0	0	0	0	0	0	0
						Page totals																	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Clean Harbors Environmental Services, Inc.

This document summarizes the environmental compliance history of Clean Harbors Environmental Services, Inc. (Corporate Offices, Transportation Operations, Field Service Operations, Laboratory Operations and Maine Oil Facility Operations). Information is also provided on prior compliance or enforcement matters involving companies that were acquired by Clean Harbors. Clean Harbors makes no representation as to the completeness or accuracy of the information on compliance or enforcement matters involving prior owners or operators of the facilities. No information is supplied concerning proceedings under the Comprehensive Environmental Response, Compensation and Liability Act or comparable state statutes or routine vehicle roadside inspections.

The Company is licensed to transport hazardous wastes in thirty-eight states and two Canadian provinces and operates a network of over thirty service center offices.

New Jersey

Year
2022

- (1) Notice of Violation issued January 6th 2022 for violations of the Solid Waste Management Act, N.J.S.A 58:10-23.11 et seq and duly delegated to the Chief, Bureaus of Hazardous Waste Compliance and Enforcements, pursusuant to N.J.S.A 13:1 B-4. On June 3rd 2022 Clean Harbors Environmental Services, Inc. conducted a telephone conversation and have agreed to settle this matter in accordance with the following terms, the above violations has been corrected, agrees to operate in compliance with all applicable regulations and permits and pay a penalty of \$4,050 within 30 days. Clean Harbors paid the fine on July 5, 2022 by credit card.

Year
2022

- (1) The New York State Department of Environmental Conservation issues a Notice of Violation to Clean Harbors Environmental Services, Inc dated March 21st 2023 alleging that Clean Harbors failed to modify our Waste Transporter Permit. The matter was settled with the acceptance of the Notice of Violation and the modification to our existing permit adding the facilities and waste types. Clean Harbors paid the fine of \$3,000 on April 10th 2023

Federal Railroad Administration (FRA)

Year

- 2021 (1) FRA# XCBL 2020-1(HMT) Notice of probable violation. Received 8/3/2021. Violation Dated 2/18/2021. FRA sent over corrected notice. Fine was \$3,600 and paid on 8/6/2021

Year

2021 (1) FRA#ZCED2020-1 (HMT) Notice of probable violation. Received 7/26/2021. Violation Dated 2/11/2021. FRA sent over corrected notice. Fine was \$4,000 and paid on 8/6/2021

Year

2021 (1) FRA#ZCED2020-2(HMT) Notice of probable violation. Received 7/26/2021. Violation dated 2/18/2021. FRA sent over corrected notice. Fine was \$1.5,00 and paid on 8/6/2021

Clean Harbors Added Values Online Services

Clean Harbors' Online Services helps our Customers manage their waste hazardous and non-hazardous waste disposal programs more efficiently by offering comprehensive waste and compliance management tools. Clean Harbors free Online Services allows you to manage all your waste management activities including waste profiling, drum scheduling, management reports, on-site inventory, online tracking, and manifest and invoice viewing. Additional details on our Online Services can be found on our website at <https://www.cleanharbors.com/contact-us/online-services-advantages>.

All Clean Harbors' service centers and disposal facilities are linked on a real-time basis through a sophisticated Information Management System. The overall system architecture is developed and designed for access by employees and customers through web-based portals. There is no software to download. You only need only a computer with a high speed internet connection to use the applications. The service is free of charge and available twenty-four hours a day, seven days a week. Online Services offer many features, including the ability to:

- Manage and track waste inventory
- Create, view, edit, submit and/or print Waste Profiles
- Track manifests as well as download and print scanned images of signed copies
- View invoices
- Generate Certificates of Disposal, profile summary and manifest reports, etc.
- Click on links to useful web resources including an MSDS library, regulatory agencies & forms

Waste Tracking

At the moment a truck with waste arrives at one of our Service Centers, Clean Harbors assigns to each waste container a unique tracking number. This number is printed on labels as corresponding bar codes and attached to each drum.

Every time the containers are moved, whether from truck to truck or from one location to another in a facility, the bar code labels are scanned and the data is uploaded into our Waste Information Network ("WIN"). Drums and/or boxes that are bulked/consolidated into larger containers (i.e. tanks, roll offs, etc.) are also noted in WIN; and a new tracking number is created that lists all the original numbers.

Regardless of where the material is shipped, WIN will have the ability to generate quarterly reports mapping the path that your waste took from pickup to final disposal / recycling.



These Waste Tracking Reports include a signed Certificate of Treatment, and will indicate:

- ◆ The manifest number(s)
- ◆ Each container's tracking number
- ◆ The new tracking number if bulked/consolidated
- ◆ The final disposal facility
- ◆ The waste management method code
- ◆ The date of final disposal/recycling

Document Imaging and Retrieval System

All manifests, worksheets, weight tickets, and other related documents associated with every job Clean Harbors manages are scanned into our Document Imaging and Retrieval System. Scanned images are indexed for viewing, updating, and linking to waste tracking reports. Anytime the Customer personnel need a copy of a signed manifest, invoice, weight ticket, etc., one can easily be downloaded from our website and printed within seconds; or e-mailed as a file attachment.

<p>Clean Harbors Env Services Inc 2247 South Highway T1 Kirkland, NC 69145 304.235-4912 02/05/2009</p>			
	US\$	Free In	Free Out
GROSS	72648 1.05		
TARE	32768 1.05		
NET	40588 1.05		
Containers at Plant #	1240		
Load #	88992804		
Manifest #	001903248FL2		
State Order #	097221130		
Profile #	430029188		
Tracking #	17886488		

<p>INVOICE</p>																												
<p>SHIP TO: Clean Harbors Env Services PO Box 3442 Boston, MA 02241-3442</p>	<p>OFFICE: Clean Harbors Env Services Inc 1180 Riverside Burlington, MA 02118-1808 1781 305-7000</p>																											
<p>JOB WITH OVERVIEW: Clean Harbors Env Services Inc US State Code JobNumber: R102918</p>																												
<p>Job Description: Hazardous Residuals Waste Removal</p>																												
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<p>UNIFORM MANIFEST WASTE NUMBER: C000000000000000 2 Manifest Number: 001142963 FILE</p>																															
<p>EMITTERS: Clean Harbors Environmental Services Inc MAD028222260</p>																															
<p>RECIPIENTS: Clean Harbors Env Serv LLC CA0058484310</p>																															
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<p>MANIFEST SIGNATURE: <i>[Signature]</i> 02/27/09</p> <p>RECIPIENT SIGNATURE: <i>[Signature]</i> 02/27/09</p>																															

AVAILABLE ONLINE REPORTS

Clean Harbors Online Services is also capable of providing various management reports which can be downloaded and saved to your computer, e-mailed and/or printed.

- ➔ **Profile Summary Report** - Provides a listing of the generator's profiles including waste description, approval status, approved facilities and shipping

information. Can be downloaded as a PDF file, or in CSV file format which can then be saved as an Excel worksheet.

- ➡ ***Manifest Tracking*** - Produces a list of manifests within a given date range and is available in PDF or CSV file format. The PDF option includes hyperlinks to manifest and weight ticket images.
- ➡ ***Invoice Report*** - Produces a list of invoices within a given data range and is available in PDF or CSV file format. The PDF option includes a hyperlink to invoice images.
- ➡ ***Waste Tracking Detail Report*** - Produces a detailed PDF report of all waste shipments to Clean Harbors' facilities, and displays all plant-to-plant shipments.
- ➡ ***Waste Tracking Summary Report*** - Produces a summary report in CSV file format of all waste shipments to Clean Harbors' facilities. You will have the option to generate data for a master site and all associated generator sites.
- ➡ ***Inventory Report*** - Provides a current printout in CSV file format of the generator's inventory, including drums, labpacks or transformers.
- ➡ ***Customer Biennial Data Extract*** – An excellent tool for Large Quantity Generators to use when completing U.S. EPA Biennial Reports, this data extract produces a report in a CSV file of manifest information to be used for biennial and other compliance reporting. You will have the option to generate data for all associated generators.
- ➡ ***Online Services Access Report*** - Provides a listing of all users that have access to your online services account. For each user, a complete listing of their level of access (i.e. user rights) will be shown.
- ➡ ***Certificate of Disposal*** - Certifies that waste has been received and will be treated and disposed of in accordance with applicable federal and state laws and regulations. A sample Clean Harbors Certificate of Disposal is provided on the following page.

USDOT Number MC/MX Number Name

Enter Value: 180743

Company Snapshot

**CLEAN HARBORS ENVIRONMENTAL SERVICES
INC**

USDOT Number: 180743

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Other Information for this Carrier

- [▼ SMS Results](#)
- [▼ Licensing & Insurance](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **05/25/2023**.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Entity Type:	CARRIER/SHIPPER/CARGO TANK		
Operating Status:	AUTHORIZED FOR Property	Out of Service Date:	None
Legal Name:	CLEAN HARBORS ENVIRONMENTAL SERVICES INC		
DBA Name:			
Physical Address:	42 LONGWATER DRIVE NORWELL, MA 02061		
Phone:	(800) 645-8265		
Mailing Address:	PO BOX 9149 NORWELL, MA 02061		
USDOT Number:	180743	State Carrier ID Number:	
MC/MX/FF Number(s):	MC-152120	DUNS Number:	15-779-3639
Power Units:	2,763	Drivers:	2,114
MCS-150 Form Date:	04/17/2023	MCS-150 Mileage (Year):	79,600,144 (2022)
Operation Classification:			
<input checked="" type="checkbox"/> Auth. For Hire Priv. Pass.(Non-business) State Gov't <input type="checkbox"/> Exempt For Hire Migrant Local Gov't <input checked="" type="checkbox"/> Private(Property) U.S. Mail Indian Nation <input type="checkbox"/> Priv. Pass. (Business) Fed. Gov't			
Carrier Operation:			
<input checked="" type="checkbox"/> Interstate <input type="checkbox"/> Intrastate Only (HM) <input type="checkbox"/> Intrastate Only (Non-HM)			
HM Shipper Operation:			
<input checked="" type="checkbox"/> Interstate <input type="checkbox"/> Intrastate			
Cargo Carried:			
<input checked="" type="checkbox"/> General Freight <input checked="" type="checkbox"/> Liquids/Gases <input checked="" type="checkbox"/> Chemicals Household Goods <input checked="" type="checkbox"/> Intermodal Cont. Commodities Dry Bulk Metal: sheets, coils, rolls <input checked="" type="checkbox"/> Passengers Refrigerated Food Motor Vehicles <input checked="" type="checkbox"/> Oilfield Equipment Beverages Drive/Tow away Livestock Paper Products Logs, Poles, Beams, Lumber Grain, Feed, Hay Utilities Building Materials Coal/Coke Agricultural/Farm Supplies Mobile Homes Meat Construction <input checked="" type="checkbox"/> Machinery, Large Objects Garbage/Refuse Water Well Fresh Produce US Mail <input checked="" type="checkbox"/> HAZARDOUS AND SO			

US Inspection results for 24 months prior to: 05/25/2023

Total Inspections: 3108
 Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

<u>Inspections:</u>				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	2586	3038	1603	0
Out of Service	285	35	62	0
Out of Service %	11%	1.2%	3.9%	0%
Nat'l Average % as of DATE 04/28/2023*	22.15%	6.65%	4.47%	N/A

*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

Crashes reported to FMCSA by states for 24 months prior to: 05/25/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

<u>Crashes:</u>				
Type	Fatal	Injury	Tow	Total
Crashes	3	14	52	69

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 05/25/2023

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

<u>Inspections:</u>		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 05/25/2023

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

<u>Crashes:</u>				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 05/25/2023

Review Information:

Rating Date:	11/08/1994	Review Date:	01/30/2023
Rating:	Satisfactory	Type:	Non-Ratable

Arizona Business Gazette

The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

This is not an invoice

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

DOUG KNOWLES JR
17110 GUNN HWY
ODESSA, FL 33556

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universitofcalifornia.edu/>.
VIRTUAL PRE-PROPOSAL CONFERENCE: Wednesday, April 19, 2023, 3:00 pm local time. See RFP for more details.
PROPOSAL DUE DATE: MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.
Pub: Apr 13, 2023

This is not an invoice

Order # 0005651140 # of Affidavits: 1

P.O #

Issues Dated:

04/13/23

STATE OF WISCONSIN }
COUNTY OF BROWN } SS.

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.



Sworn to before me this

13 TH day of
APRIL 2023



Notary Public

My Commission expires: 9/19/25

VICKY FELTY
Notary Public
State of Wisconsin



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

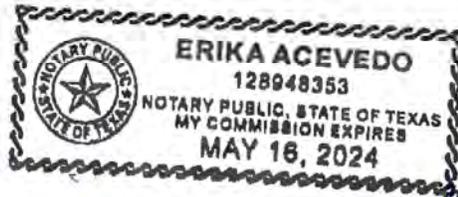
RUSSELL JOHNS
RAN A LEGAL NOTICE
SIZE BEING: 1 x23 L

0034266722

Product	Date	Class	Page
HCN Cypress Creek Champions	Apr 12 2023	Legal Notices	A 9
HCN Cypress Creek Cypress	Apr 12 2023	Legal Notices	
HCN Tomball Potpourri	Apr 12 2023	Legal Notices	
HCN Cypress Creek Champions	Apr 19 2023	Legal Notices	A 11
HCN Cypress Creek Cypress	Apr 19 2023	Legal Notices	
HCN Tomball Potpourri	Apr 19 2023	Legal Notices	

Victoria Bond AR Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 19th Day of April A.D. 2023



Erika Acevedo
Notary Public in and for the State of Texas

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910



PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

Russell Johns
Russell Johns
17110 Gunn Hwy
Odessa, FL 33556

ACCOUNT NUMBER

54553

ACCOUNT NAME

Russell Johns

TELEPHONE

800-237-9851

ORDER #

DN0019845

CUSTOMER REFERENCE NUMBER

RFP No. 003101

CAPTION

REQUEST FOR PROPOSALS The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101).

REQUEST FOR PROPOSALS

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.
DN0019845

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF LEGAL NOTICE FOR RUSSELL JOHNS WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 04/07/2023

DATE 04/11/2023

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 12th DAY OF APRIL IN THE YEAR 2023

BY KARYN VIGIL

SIGNATURE



NOTARY PUBLIC SIGNATURE

EXHIBIT A

**UNIVERSITY OF CALIFORNIA
HAZARDOUS AND
MEDICAL WASTE**

**Proposals due 5:00 pm, May 12, 2023
REQUEST FOR PROPOSALS**

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.

Published Apr. 7, 2023. 2492161

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

PUBLIC NOTICE

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.
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Russell Johns
Doug Knowles Jr
17110 GUNN HWY
ODESSA FL 33556

ORDER NUMBER 149937

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The Helena Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the Advertisements thereof.

Mark below if certification for the State of Montana
_____ I hereby certify that I have read sec. 18-7-204 and 18-7-205, MCA, and subsequent revisions, and declare that the price or rate charged the State of Montana for the publication for which claim is made in printed copy in the amount of \$_____ is not in excess of the minimum rate charged any other advertiser for publication of advertisement, set in the same size type and published for the same number of insertions, further certify that this claim is correct and just in all respects, and that payment or credit has not been received.

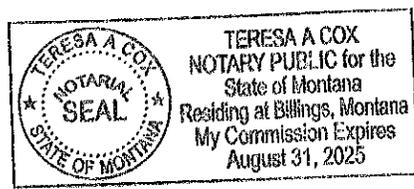
Connie Jay

STATE OF MONTANA
County of Lewis & Clark

On this day of April 7, 2023 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Connie Jay known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Section: Legal
Category: 0701 Legals Helena
PUBLISHED ON: 04/07/2023

FILED ON: Teresa A Cox 4/7/2023
NOTARY PUBLIC for the State of Montana
Residing at Billings, MT
My commission expires: 8/31/2025



Certificate of the Publisher

The Herald-News

Description:RFP# 003101
2067923
RFP# 003101

RUSSELL JOHNS
17110 GUNN HIGHWAY
ODESSA FL 33556

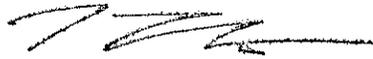
Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 04/07/2023

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 7th day of April, A.D. 2023

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10207421

PUBLIC NOTICE

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

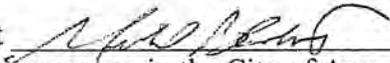
VIRTUAL PRE-PROPOSAL CONFERENCE: Wednesday, April 19, 2023, 3:00 pm local time. See RFP for more details.

PROPOSAL DUE DATE: MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. **CONTACT:** Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-8893 or Reynaldo.Cano-Boza@ucop.edu.

(Published in Herald-News April 7, 2023) 2067923

STATE OF MAINE

County of Kennebec
City of AUGUSTA

Being duly sworn, says he/she is Michael Blanchet 
Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta /
Waterville, State of MAINE:

Public Notice:

The University of California  Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

VIRTUAL PRE-PROPOSAL CONFERENCE: Wed., April 19, 2023, 3:00pm local time. See RFP for more details.

PROPOSAL DUE DATE:

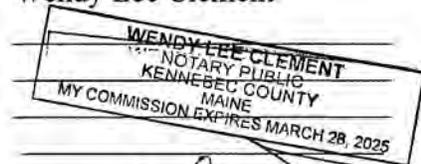
MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.

Has been published in the said Kennebec Journal:
04/07/23, 04/08/23, 04/09/23

Has been published in the said Morning Sentinel:
04/07/23, 04/08/23, 04/09/23

Subscribed and sworn before me this:
04/28/23

Wendy Lee Clement



My Commission Expires

Name: MCA
Caption: The University of California
Ad#:0422017



AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

RUSSELL JOHNS
17110 GUNN HWY
ODESSA FL 33556

Account # 182392
Ad Number 0001230580

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 04/07/2023 to 04/07/2023, on the following days:

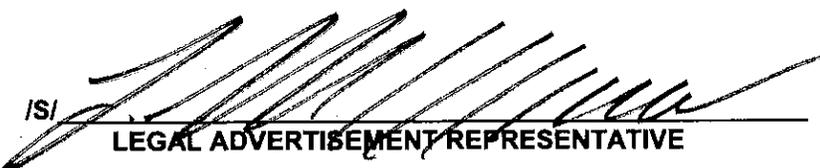
04 / 07 / 23

REQUEST FOR PROPOSALS

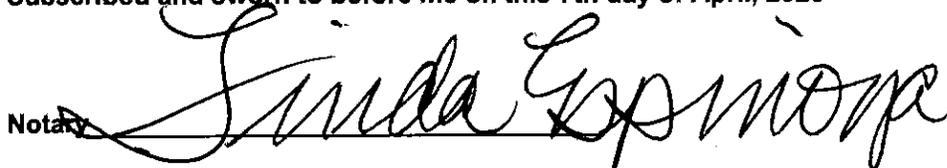
The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

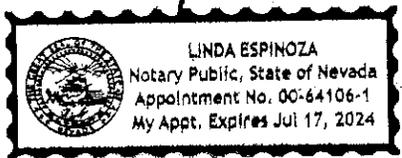
VIRTUAL PRE-PROPOSAL CONFERENCE: Wednesday, April 19, 2023, 3:00 pm local time. See RFP for more details.

PROPOSAL DUE DATE: MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. **CONTACT:** Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.
PUB: April 7, 2023
LV Review-Journal

ISI 
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 7th day of April, 2023

Notary 



LOCALiQ

Observer-Dispatch | Daily Messenger
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

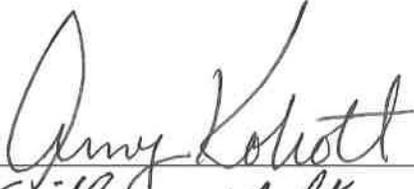
Doug Knowles Jr
Russelljohns
17110 Gunn Hwy
Odessa FL 33556

STATE OF WISCONSIN, COUNTY OF BROWN

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

04/07/2023

and that the fees charged are legal.
Sworn to and subscribed before on 04/07/2023



Legal Clerk



Notary, State of WI, County of Brown

3/7/27

My commision expires

of Copies:
1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu>.

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Richmond Times-Dispatch

Advertising Affidavit

Account Number

6137871

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

April 07, 2023

MCA RUSSELL JOHNS
17110 GUNN HWY
ODESSA, FL 33556

Date	Category	Description	Ad Size
04/16/2023	Propos-Sld Bids-RFP	The University of California Office of the President is requesting	1 x 25 L

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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Publisher of the Richmond Times-Dispatch

This is to certify that the attached The University of California was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

04/07/2023

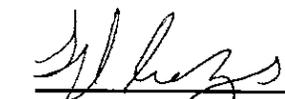
The First insertion being given ... 04/07/2023

Newspaper reference: 0001412818

Sworn to and subscribed before me this Friday, April 7, 2023

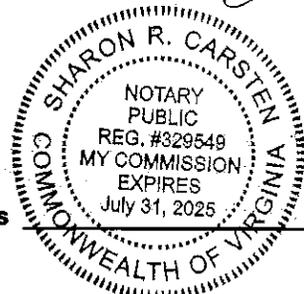


Notary Public



Billing Representative

State of Virginia
County of Hanover
My Commission expires



THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

San Bernardino County Sun

473 E. Carnegie Dr, Ste 200
San Bernardino, CA 92408
909-386-3864
Fax 909-884-2536
sbsunlegals@inlandnewspapers.com

5284172

DOUG KNOWLES
17110 GUNN HWY
ODESSA, FL 33556

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of San Bernardino

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/20/1952, Case No. 73084. The notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/07/2023, 04/14/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed in San Bernardino County, California
this 14th day of April, 2023.



Signature

Legal No. **0011595414**

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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Reynaldo Cano-Boza, Sr.
Commodity Manager, 510-987-9893
or Reynaldo.cano-boza@ucop.edu.

SB SUN 4/7, 4/14, 2023 #11595414

STATE OF WASHINGTON – KING COUNTY

--SS.

415696

No.

MCA RUSSELL JOHNS

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:HAZARD./MED.WASTE

was published on

04/07/23

The amount of the fee charged for the foregoing publication is the sum of



Affidavit of Publication

[Signature]

Subscribed and sworn to before me on
04/07/2023
[Signature]

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

University of California Hazardous and Medical Waste Proposals Due: May 12

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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Date of publication in the Seattle Daily Journal of Commerce, April 7, 2023.

4/7(415696)

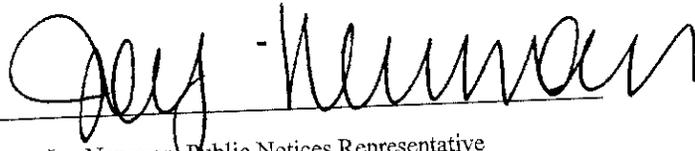
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE
ADVOCATE, a daily newspaper of general circulation
published in Baton Rouge, Louisiana, and the Official
Journal of the State of Louisiana, City of Baton Rouge,
and Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/THE NEW ORLEANS
ADVOCATE, in New Orleans Louisiana or published
daily in THE ACADIANA ADVOCATE in the following
issues:

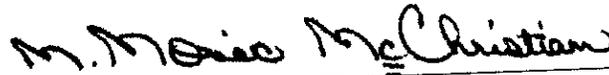
4/7/2023



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature
appears above

12 Apr 2023



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 32675

DOUG KNOWLES JR
RUSSELL JOHNS
17110 GUNN HWY
ODESSA, FL 33556

PUBLIC NOTICE

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MAY 12, 2023, BEFORE
5:00 PM LOCAL TIME.
CONTACT: Reynaldo
Cano-Boza, Sr. Commod-
ity Manager, 510-987-
9893 or Reynaldo.cano-boza@ucop.edu.

32676-apr 7-11



Beaufort Gazette
 Belleville News-Democrat
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Account #	Order Number	Identification	Order PO
18076	404730	Print Legal Ad-IPL01169080 - IPL0116908	

Attention: Doug Knowles Jr.

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REQUEST FOR PROPOSALS

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

VIRTUAL PRE-PROPOSAL CONFERENCE:
 Wednesday, April 19, 2023, 3:00 pm local time. See RFP for more details.

PROPOSAL DUE DATE:
 MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.
 IPL0116908
 Apr 7 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
 04/07/23

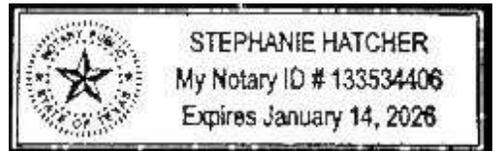
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 6th day of April in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



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Account Number: 600133349
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Order Invoice Text:

D LaCoppola / A Bergdoll / T Duquette / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

04-07-2023

DL Coppola 4/10/23

Denise R. La Coppola

Sworn to before me, this 10 day of Apr 2023

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

[Signature]

Notary Public
Albany County

The University of California Office of the President is requesting proposals from qualified and experienced firms to provide Hazardous and Medical Waste (RFP No. 003101). In order to be considered, the Offeror must complete and submit a proposal to the University of California Office of the President in accordance with the solicitation documentation available at <http://www.universityofcalifornia.edu/>.

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MAY 12, 2023, BEFORE 5:00 PM LOCAL TIME. CONTACT: Reynaldo Cano-Boza, Sr. Commodity Manager, 510-987-9893 or Reynaldo.cano-boza@ucop.edu.

TU1t 4243212



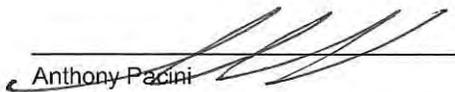
4/21/2023

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, the company handling this advertising matter in the USA TODAY newspaper.

Omnia's Public Notice was placed in the USA TODAY on the following date:

4/10/2023


Anthony Pacini

On this 21st day of April, 2023, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.


Notary

CAMIKA C WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2026
No. HH 253170

DocuSign Envelope ID: 087A5649-F60B-46A5-87A0-2370027418A5

Screen Shots

The screenshot shows the top portion of the CALUSOURCE website. On the left, there is a navigation bar with a back arrow, a home icon, and the text "PUBLIC BID SITE". Below this, it lists "ACTIVE EVENTS (18)" and "CLOSED EVENTS (797)". The main header area features the "CALUSOURCE" logo with the tagline "Collaborative Procurement". To the right of the logo are links for "Help", "Login", and "Register". Further right are icons for a search function, a list, and a refresh function. At the bottom of the screenshot, there is a footer area containing a circular logo, the text "UC Systemwide Hazardous and Medical Waste RFP_003101-Mar2023", and contact information: "Contact : Reynaldo Cano-Boza | Email : rreynaldo.cano-boza@ucop.edu | Start : 4/7/2023 Pacific Standard Time | End : 5/12/2023 Pacific Standard Time".

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SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

Hazardous and Medical Waste

UNIVERSITY OF CALIFORNIA Lead Agency: University of California

Responses Due: Friday, May 12, 2023 before 5:00 PM PT

[Click here for additional information from CalUSource](#) (Scroll down to locate specific RFP)



ADOPTION AGREEMENT

This Adoption Agreement (this "**Adoption Agreement**") is entered into this ___ day of _____, 2025 ("**Effective Date**") by and between _____ ("**Customer**"), and Clean Harbors Environmental Services, Inc. ("**Company**"). (individually a "**Party**" and collectively the "**Parties**").

WHEREAS, Company and the University of California ("**UC**") are parties to Purchasing Agreement #2023.003937 dated December 1, 2023, as amended (the "**Master Agreement**") for UC Systemwide Hazardous and Medical Waste.

WHEREAS, the Master Agreement allows for participating agencies to sign supplemental agreements with the Company substantially based on the terms and conditions of the Master Agreement. The Customer and Company desire to enter into a new, separate agreement with the same terms and conditions as the UC Agreement, except as expressly modified herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Adoption. Customer and Company hereby adopt the Master Agreement. As of the Effective Date, this Adoption Agreement shall create a new, separate agreement between Customer and Company that contains the same terms and conditions as the Master Agreement, except as expressly modified herein.
2. Acknowledgements. The Parties acknowledge and agree that: (a) the Master Agreement is incorporated by reference to this Adoption Agreement, and the rights and obligations under this Adoption Agreement take order of precedence and shall survive the expiration of the Master Agreement; (c) UC is not a party to this Adoption Agreement; (d) the applicable rights, obligations and liabilities of Customer under this Adoption Agreement shall be solely those of Customer; and (e) UC shall not be responsible for any obligations or liabilities of Customer under this Adoption Agreement, and Customer shall not be responsible for any obligations or liabilities of UC under the Master Agreement. Under no circumstances shall Customer and UC be jointly or severally liable for the obligations of the other.
3. Term. The term of this Adoption Agreement will commence on the Effective Date and will remain in full force and effect until terminated in accordance with the termination provisions defined in the Master Agreement, except as expressly modified herein or hereafter.
4. Notices; Invoices. Notices under this Adoption Agreement shall be sent to the following address, which may be updated from time to time by means of a written notification delivered in accordance with the Master Agreement:



If to Customer:

If to Company:

Clean Harbors
42 Longwater Drive
Norwell, MA 02061
Attn: General Counsel, Urgent Contract Matter

5. Capitalized Terms; Conflicts. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Master Agreement. In the event of a direct or implied conflict between the terms and conditions of this Adoption Agreement and the Master Agreement, the terms and conditions of this Adoption Agreement shall control. All references to UC in the Master Agreement will be deemed to refer to Customer.

6. Agreement; Amendment. This Adoption Agreement including the incorporated Master Agreement, constitutes the entire agreement between Customer and Company. Except as otherwise stated above, this Adoption Agreement may only be amended in a writing signed by both Parties.

7. Counterparts; Electronic Signatures. Customer and Company warrant and represent that the individuals signing on behalf of each party are authorized to bind the respective parties. This Adoption Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The parties agree that this Adoption Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Adoption Agreement and related documents are the same as original handwritten signatures for all purposes.

CUSTOMER

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signature

Signature

Print Name

Print Name

Title

Title

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
CFL2	Misc. Mercury Bulbs For Reclaim	LB	1	\$9.56	\$10.52	\$9.84	\$9.53	\$10.01	\$11.02	\$10.31	\$9.98
CFL2MIN	Misc. Mercury Bulbs For Reclaim - Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CFL4	Misc. Mercury Bulbs For Reclaim	LB	1	\$10.05	\$11.06	\$10.23	\$9.92	\$10.53	\$11.58	\$10.71	\$10.39
CFL4MIN	Misc. Mercury Bulbs For Reclaim - Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CFL9	Crushed Fluorescent Bulbs For Reclamation 55 gals	DR	1	\$881.50	\$715.00	\$666.35	\$643.57	\$923.81	\$749.32	\$698.33	\$674.45
A22K	Low Btu Organic Liquid 55 gals	DR	1	\$354.75	\$346.50	\$323.97	\$313.70	\$371.77	\$363.13	\$339.51	\$328.75
A31	Specification Oils 55 gals	DR	1	\$126.42	\$88.00	\$82.35	\$79.77	\$132.48	\$92.22	\$86.29	\$83.60
A32	Specification Oil & Water 55 gals	DR	1	\$193.50	\$132.00	\$123.52	\$118.58	\$202.78	\$138.33	\$129.44	\$124.27
A40	Organic Liquid With Halogens 55 gals	DR	1	\$303.15	\$308.00	\$286.04	\$277.05	\$317.70	\$322.78	\$299.77	\$290.34
AA21	Ethanol for Solvent Recovery 55 gals	DR	1	\$164.48	\$172.70	\$161.44	\$155.23	\$172.36	\$180.98	\$169.19	\$162.68
AA22	Methyl Alcohol for Solvent Recovery 55 gals	DR	1	\$164.48	\$126.50	\$118.10	\$114.27	\$172.36	\$132.57	\$123.77	\$119.75
AA23	Xylene for Solvent Recovery 55 gals	DR	1	\$164.48	\$126.50	\$118.10	\$114.27	\$172.36	\$132.57	\$123.77	\$119.75
B22A	Concentrated Acids 55 gals	DR	1	\$284.88	\$299.20	\$278.46	\$268.42	\$298.54	\$313.56	\$291.82	\$281.30
B22B	Concentrated Bases 55 gals	DR	1	\$263.38	\$280.50	\$262.21	\$254.41	\$276.01	\$293.96	\$274.79	\$266.61

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
B26A	Acidic Wastewater With Low Metals 55 gals	DR	1	\$215.00	\$236.50	\$222.12	\$213.44	\$225.32	\$247.85	\$232.77	\$223.68
B26B	Alkaline Wastewater With Low Metals 55 gals	DR	1	\$215.00	\$236.50	\$222.12	\$213.44	\$225.32	\$247.85	\$232.77	\$223.68
B28	Oxidizer Solutions 55 gals	DR	1	\$349.38	\$333.30	\$310.96	\$301.84	\$366.14	\$349.29	\$325.89	\$316.32
B28I	Oxidizer Solutions For Incineration 55 gals	DR	1	\$870.75	\$831.60	\$775.79	\$750.29	\$912.54	\$871.51	\$813.02	\$786.30
B29	Cyanide / Sulfide Solution 55 gals	DR	1	\$704.13	\$683.10	\$637.10	\$615.54	\$737.92	\$715.88	\$667.67	\$645.08
B29O	Cyanide And Sulfide Solutions For Incineration 55 gals	DR	1	\$935.25	\$831.60	\$775.79	\$750.29	\$980.14	\$871.51	\$813.02	\$786.30
B35	Glycols 55 gals	DR	1	\$192.43	\$166.10	\$156.02	\$150.92	\$201.66	\$174.07	\$163.51	\$158.16
B36A	Acidic Wastewater Requiring Heavy Treatment 55 gals	DR	1	\$209.63	\$210.10	\$197.20	\$190.81	\$219.68	\$220.18	\$206.66	\$199.96
B36B	Alkaline Wastewater Requiring Heavy Treatment 55 gals	DR	1	\$209.63	\$210.10	\$197.20	\$190.81	\$219.68	\$220.18	\$206.66	\$199.96
B40	Wastewater/Low Btu Halogenated Organics 55 gals	DR	1	\$399.90	\$359.70	\$335.89	\$323.40	\$419.09	\$376.96	\$352.00	\$338.92
CAXI	Oxidizers For Incineration 55 gals	DR	1	\$1,161.00	\$964.70	\$898.22	\$868.87	\$1,216.72	\$1,011.00	\$941.33	\$910.57
CBP	Solids To Hazardous Landfill 55 gals	DR	1	\$238.65	\$158.40	\$148.44	\$143.37	\$250.10	\$166.00	\$155.56	\$150.25
CBPS	Semi-Solids To Hazardous Landfill 55 gals	DR	1	\$238.65	\$192.50	\$180.94	\$174.64	\$250.10	\$201.74	\$189.62	\$183.01

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
CCRC	Corrosive Incinerables 55 gals	DR	1	\$838.50	\$525.80	\$490.83	\$473.24	\$878.74	\$551.03	\$514.38	\$495.95
CCRK	Solids For Incineration 55 gals	DR	1	\$645.00	\$569.80	\$532.00	\$513.13	\$675.96	\$597.15	\$557.53	\$537.75
CCRKS	Sludges and liquid/solids for Incineration 55 gals	DR	1	\$767.55	\$565.40	\$530.92	\$513.13	\$804.39	\$592.53	\$556.39	\$537.75
CCRN	Non Hazardous Material for Waste To Energy Incineration 55 gals	DR	1	\$290.25	\$312.40	\$291.46	\$282.44	\$304.18	\$327.39	\$305.45	\$295.99
CCRX	Non Infectious Sharps 55 gals	DR	1	\$509.55	\$411.40	\$384.64	\$371.91	\$534.00	\$431.14	\$403.10	\$389.76
CCS	Characteristic Solids For Stabilization 55 gals	DR	1	\$290.25	\$308.00	\$286.04	\$277.05	\$304.18	\$322.78	\$299.77	\$290.34
CCSM	Debris For Microencapsulation 55 gals	DR	1	\$296.70	\$280.50	\$262.21	\$254.41	\$310.94	\$293.96	\$274.79	\$266.61
CCSR	Characteristic Metals For Reclamation 55 gals	DR	1		\$875.60	\$816.96	\$789.10		\$917.62	\$856.17	\$826.97
CCSS	Semi-Solids For Stabilization 55 gals	DR	1	\$335.40	\$272.80	\$254.62	\$245.78	\$351.49	\$285.89	\$266.84	\$257.58
CFL1	Mercury Bulbs For Reclamation	LB	1	\$2.10	\$2.31	\$2.17	\$2.09	\$2.19	\$2.42	\$2.27	\$2.19
CFL1MIN	Mercury Bulbs For Reclamation - Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CFL5	Low Pressure Sodium Lamps For Reclaim	LB	1	\$10.05	\$11.06	\$10.23	\$9.92	\$10.53	\$11.58	\$10.71	\$10.39

**Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)**

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 < \$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
CFL5MIN	Low Pressure Sodium Lamps For Reclaim - Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CFL6	Uv Lamps For Reclaim	LB	1	\$12.71	\$13.98	\$12.98	\$12.66	\$13.31	\$14.65	\$13.60	\$13.26
CFL6MIN	Uv Lamps For Reclaim- Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CFL7	Xenon Arc Lamps For Reclaim	LB	1	\$10.41	\$11.45	\$10.62	\$10.31	\$10.90	\$12.00	\$11.12	\$10.80
CFL7MIN	Xenon Arc Lamps For Reclaim- Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CFL8	Compact Fluorescent Lamps For Reclaim	LB	1	\$7.99	\$8.79	\$8.13	\$7.96	\$8.37	\$9.21	\$8.51	\$8.33
CFL8MIN	Compact Fluorescent Lamps For Reclaim- Minimum Charge shipment	SX	1	\$81.00	\$89.10	\$83.43	\$80.85	\$84.88	\$93.37	\$87.43	\$84.73
CHBD	PCB Ballasts >50PPM For Reclaim	LB	1	\$1.55	\$1.69	\$1.58	\$1.54	\$1.62	\$1.77	\$1.65	\$1.61
CHBDMIN	PCB Ballasts >50PPM For Reclaim- Minimum Charge 05 gals	DR	1	\$208.98	\$215.60	\$201.53	\$194.04	\$219.01	\$225.94	\$211.20	\$203.35
CHBI	PCB Ballasts For Incineration	LB	1	\$2.95	\$3.25	\$3.03	\$2.94	\$3.08	\$3.40	\$3.17	\$3.08

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
CHBIMIN	PCB Ballasts For Incineration- Minimum Charge 05 gals	DR	1	\$258.00	\$215.60	\$201.53	\$194.04	\$270.38	\$225.94	\$211.20	\$203.35
CHBL	PCB Ballasts Or Capacitors For Landfill	LB	1	\$0.84	\$0.87	\$0.81	\$0.79	\$0.87	\$0.91	\$0.85	\$0.82
CHBLMIN	PCB Ballasts Or Capacitors For Landfill- Minimum Charge 05 gals	DR	1	\$120.94	\$132.00	\$122.44	\$118.58	\$126.74	\$138.33	\$128.31	\$124.27
CHCI	Capacitor For Incineration	LB	1	\$2.95	\$3.25	\$3.03	\$2.94	\$3.08	\$3.40	\$3.17	\$3.08
CHCIMIN	Capacitor For Incineration- Minimum Charge 05 gals	DR	1	\$258.00	\$215.60	\$201.53	\$194.04	\$270.38	\$225.94	\$211.20	\$203.35
CHG-2	Mercury SaMetallic Mercury devices 05 gals	DR	1	\$967.50	\$789.80	\$735.70	\$711.48	\$1,013.94	\$827.71	\$771.00	\$745.63
CHG-4	Mercury Salts And Solutions for Retort 55 gals	DR	1	\$5,106.25	\$4,584.80	\$4,457.52	\$4,375.60	\$5,351.35	\$4,804.87	\$4,671.47	\$4,585.63
CHSI	PCB Solids For Incineration 55 gals	DR	1	\$1,032.00	\$1,051.60	\$979.48	\$948.64	\$1,081.53	\$1,102.07	\$1,026.49	\$994.17
CHSL	PCB Solids For Landfill 55 gals	DR	1	\$268.75	\$280.50	\$262.21	\$254.41	\$281.65	\$293.96	\$274.79	\$266.61
CNIA	Asbestos Waste 55 gals	DR	1	\$204.25	\$210.10	\$197.20	\$190.81	\$214.05	\$220.18	\$206.66	\$199.96
CNO	Non Hazardous Solid 55 gals	DR	1	\$161.25	\$150.70	\$139.77	\$135.83	\$168.99	\$157.93	\$146.48	\$142.34
CNOS	Non Hazardous Semi-Solids 55 gals	DR	1	\$193.50	\$207.90	\$193.95	\$187.57	\$202.78	\$217.87	\$203.25	\$196.57
COBR	Oil Contaminated Debris For An Oil Facility 55 gals	DR	1	\$215.00	\$228.80	\$212.37	\$204.82	\$225.32	\$239.78	\$222.55	\$214.65
COF	Oil Filters For Reclamation 55 gals	DR	1	\$161.25	\$150.70	\$139.77	\$135.83	\$168.99	\$157.93	\$146.48	\$142.34

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
D20	Pathological Waste 55 gals	DR	1	\$349.38	CBC	CBC	CBC	\$366.14	CBC	CBC	CBC
D20A	Potentially Infectious RCRA Waste 55 gals	DR	1	\$516.00	CBC	CBC	CBC	\$540.76	CBC	CBC	CBC
D20R	Non-Infectious Pathological Waste 55 gals	DR	1	\$419.25	CBC	CBC	CBC	\$439.37	CBC	CBC	CBC
D20T	Rcra/Pathological/Tsca PCB Waste For Incineration 55 gals	DR	1	\$1,853.30	CBC	CBC	CBC	\$1,942.25	CBC	CBC	CBC
D23	Empty Drums 55 gals	DR	1	\$56.98	\$62.70	\$58.51	\$56.06	\$59.70	\$65.70	\$61.31	\$58.74
D80B	Non PCB Ballasts And Ballasts <50PPM For Reclaim 55 gals	DR	1	\$614.90	\$636.90	\$597.01	\$576.73	\$644.41	\$667.47	\$625.66	\$604.41
D80I	Non-PCB Articles For Incineration 55 gals	DR	1	\$752.50	\$613.80	\$573.17	\$553.01	\$788.62	\$643.26	\$600.68	\$579.55
D80L	Non-PCB Articles For Landfill 55 gals	DR	1	\$268.75	\$280.50	\$262.21	\$254.41	\$281.65	\$293.96	\$274.79	\$266.61
D90K	Higher Toxicity Liquids For Incineration 55 gals	DR	1	\$425.70	\$403.70	\$375.97	\$362.21	\$446.13	\$423.07	\$394.02	\$379.59
D92K	Higher Toxicity Solids For Incineration 55 gals	DR	1	\$618.13	\$358.60	\$334.80	\$322.32	\$647.79	\$375.81	\$350.87	\$337.79
EEE	Equipment For Dismantling	LB	1	\$0.86	\$0.69	\$0.64	\$0.63	\$0.90	\$0.72	\$0.66	\$0.65
EEEMIN	Equipment For Dismantling 55 gals	DR	1	\$258.00	\$191.40	\$179.86	\$173.56	\$270.38	\$200.58	\$188.49	\$181.88
EEEMINPAL	Equipment For Dismantling Pallet minimum charge	PL	1	\$903.00	\$506.00	\$474.57	\$459.23	\$946.34	\$530.28	\$497.35	\$481.27
EEEMINFB	Equipment For Dismantling 1 cubic yard Flexbin minimum charge	CH	1	\$903.00	\$673.20	\$628.43	\$607.99	\$946.34	\$705.51	\$658.59	\$637.17

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937

Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
EEE7	Other Electronics- Low Scrap Value	LB	1	\$0.72	\$0.55	\$0.52	\$0.51	\$0.75	\$0.57	\$0.54	\$0.53
EEE7MIN	Other Electronics- Low Scrap Value 55 gals	DR	1	\$215.00	\$191.40	\$179.86	\$173.56	\$225.32	\$200.58	\$188.49	\$181.88
EEE7MINPAL	Other Electronics- Low Scrap Value Pallet minimum charge	PL	1	\$752.50	\$506.00	\$474.57	\$459.23	\$788.62	\$530.28	\$497.35	\$481.27
EEE7MINFB	Other Electronics- Low Scrap Value 1 cubic yard Flexbin minimum charge	CH	1	\$752.50	\$673.20	\$628.43	\$607.99	\$788.62	\$705.51	\$658.59	\$637.17
FB1	Liquid For Fuel 55 gals	DR	1	\$122.55	\$104.50	\$97.52	\$93.79	\$128.43	\$109.51	\$102.19	\$98.28
FB2	Liquid Fuel With Solids 55 gals	DR	1	\$167.70	\$132.00	\$123.52	\$118.58	\$175.74	\$138.33	\$129.44	\$124.27
FB3	Semi-Liquid For Fuel 55 gals	DR	1	\$219.30	\$210.10	\$197.20	\$190.81	\$229.82	\$220.18	\$206.66	\$199.96
FB4	Organic Solid For Fuel 55 gals	DR	1	\$309.60	\$264.00	\$244.87	\$237.16	\$324.46	\$276.67	\$256.62	\$248.54
FB5	Solid Fuel Not Process-able (Contains debris) 55 gals	DR	1	\$335.40	\$350.90	\$326.13	\$315.85	\$351.49	\$367.74	\$341.78	\$331.01
LA99H	Labpack Alkali Metals Kiln Ready For Incineration	LB	1		\$27.95	\$26.22	\$25.44		\$29.29	\$27.47	\$26.66
LA99HMIN	Labpack Alkali Metals Kiln Ready For incineration 5 gals minimum charge	DR	1		\$671.00	\$625.18	\$605.84		\$703.20	\$655.18	\$634.91
LAT-A	Labpack Acid & Acid Compatibles For Aqueous Treatment 55 gals	DR	1	\$376.25	\$360.41	\$334.69	\$324.66	\$394.31	\$377.71	\$350.75	\$340.24

**Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)**

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
LAT-B	Labpack Basic & Basic Compatibles For Aqueous Treatment 55 gals	DR	1	\$376.25	\$360.41	\$334.69	\$324.66	\$394.31	\$377.71	\$350.75	\$340.24
LAT-C	Labpack Organics For Aqueous Treatment 55 gals	DR	1	\$376.25	\$360.41	\$334.69	\$324.66	\$394.31	\$377.71	\$350.75	\$340.24
LAT-O	Labpack Oxidizers For Aqueous Treatment 55 gals	DR	1	\$376.25	\$360.41	\$334.69	\$324.66	\$394.31	\$377.71	\$350.75	\$340.24
LBBGB	Small Sealed Cell Batteries and Portable Electronics for Rec 55 05 gals	DR	1	\$274.13	\$261.80	\$244.87	\$235.00	\$287.28	\$274.36	\$256.62	\$246.28
LBD	Mixed Batteries For Reclamation	LB	1	\$1.72	\$1.89	\$1.78	\$1.71	\$1.80	\$1.98	\$1.86	\$1.79
LBDMIN	Mixed Batteries For Reclamation - minimum charge 05 gals	DR	1	\$169.31	\$115.50	\$108.35	\$104.57	\$177.43	\$121.04	\$113.55	\$109.58
LBD1	Alkaline Dry Cell Batteries For Reclamation (Mercury Free)	LB	1	\$1.54	\$1.69	\$1.58	\$1.54	\$1.61	\$1.77	\$1.65	\$1.61
LBD1MIN	Alkaline Dry Cell Batteries For Reclamation (Mercury Free) - minimum charge 05 gals	DR	1	\$169.31	\$100.10	\$93.18	\$90.55	\$177.43	\$104.90	\$97.65	\$94.89
LBD2	Ni-Cad Batteries Wet Or Dry For Reclamation	LB	1	\$1.61	\$1.79	\$1.67	\$1.62	\$1.68	\$1.87	\$1.74	\$1.69

**Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)**

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
LBD2MIN	Ni-Cad Batteries Wet Or Dry For Reclamation - minimum charge 05 gals	DR	1	\$169.31	\$100.10	\$93.18	\$90.55	\$177.43	\$104.90	\$97.65	\$94.89
LBD3	Nickel Metal Hydride Batteries For Reclamation	LB	1	\$0.68	\$0.70	\$0.67	\$0.64	\$0.70	\$0.73	\$0.70	\$0.66
LBD3MIN	Nickel Metal Hydride Batteries For Reclamation - minimum charge 05 gals	DR	1	\$91.00	\$100.10	\$93.18	\$90.55	\$95.36	\$104.90	\$97.65	\$94.89
LBD4	Other Nickel Containing Batteries For Reclamation	LB	1	\$0.74	\$0.81	\$0.76	\$0.72	\$0.77	\$0.85	\$0.79	\$0.75
LBD4MIN	Other Nickel Containing Batteries For Reclamation - minimum charge 05 gals	DR	1	\$99.98	\$100.10	\$93.18	\$90.55	\$104.77	\$104.90	\$97.65	\$94.89
LBD5	Magnesium Batteries For Reclamation	LB	1	\$2.77	\$3.05	\$2.83	\$2.75	\$2.90	\$3.19	\$2.96	\$2.88
LBD5MIN	Magnesium Batteries For Reclamation - minimum charge 05 gals	DR	1	\$259.61	\$100.10	\$93.18	\$90.55	\$272.07	\$104.90	\$97.65	\$94.89
LBLA	Lead Acid Batteries For Reclamation	LB	1	\$1.00	\$1.05	\$0.95	\$0.93	\$1.04	\$1.09	\$0.99	\$0.97
LBLAMIN	Lead Acid Batteries For Reclamation - minimum charge 05 gals	DR	1	\$135.45	\$100.10	\$93.18	\$90.55	\$141.95	\$104.90	\$97.65	\$94.89
LBLA2	Lab Packed Lead Acid Battery For Reclaim	LB	1	\$1.18	\$1.05	\$0.95	\$0.93	\$1.23	\$1.09	\$0.99	\$0.97
LBLA2MIN	Lab Packed Lead Acid Battery For Reclaim - minimum charge 05 gals	DR	1	\$159.64	\$100.10	\$93.18	\$90.55	\$167.30	\$104.90	\$97.65	\$94.89

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
LCCR	Labpack For Incineration 55 gals	DR	1	\$677.25	\$360.41	\$334.69	\$324.66	\$709.75	\$377.71	\$350.75	\$340.24
LCCRA	Labpack Acid & Acid Compatibles For Incineration 55 gals	DR	1	\$677.25	\$360.41	\$334.69	\$324.66	\$709.75	\$377.71	\$350.75	\$340.24
LCCRB	Labpack Basic & Basic Compatibles For Incineration 55 gals	DR	1	\$677.25	\$360.41	\$334.69	\$324.66	\$709.75	\$377.71	\$350.75	\$340.24
LCCRC	Labpack Organics For Incineration 55 gals	DR	1	\$677.25	\$360.41	\$334.69	\$324.66	\$709.75	\$377.71	\$350.75	\$340.24
LCCRD	Labpack Flammables For Incineration 55 gals	DR	1	\$677.25	\$360.41	\$334.69	\$324.66	\$709.75	\$377.71	\$350.75	\$340.24
LCCRI	Labpack Required To Be Packaged Alone Per Dot 05 gals	DR	1	\$196.73	\$120.14	\$111.16	\$108.22	\$206.16	\$125.90	\$116.49	\$113.41
LCCRN	Labpack Non-Hazardous For Incineration 55 gals	DR	1	\$451.50	\$316.25	\$295.25	\$285.67	\$473.17	\$331.43	\$309.42	\$299.38
LCCRO	Labpack Oxidizers For Incineration 55 gals	DR	1	\$677.25	\$360.41	\$334.69	\$324.66	\$709.75	\$377.71	\$350.75	\$340.24
LCCRQ	Aerosols For Incineration 55 gals	DR	1	\$451.50	\$360.41	\$334.69	\$324.66	\$473.17	\$377.71	\$350.75	\$340.24
LCCRS	Labpack Scintillation Vials For Incineration 55 gals	DR	1	\$484.83	\$360.41	\$334.69	\$324.66	\$508.09	\$377.71	\$350.75	\$340.24
LCCRX	Labpack Non Infectious Sharps For Incineration 55 gals	DR	1	\$591.25	\$360.41	\$334.69	\$324.66	\$619.63	\$377.71	\$350.75	\$340.24
LCCS	Lab Packs For Stabilization 55 gals	DR	1	\$1,021.25	\$407.74	\$380.11	\$367.48	\$1,070.27	\$427.31	\$398.35	\$385.11

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
LCCSR	Characteristic Metal For Reclaim 55 gals	DR	1	\$413.88	\$407.74	\$380.11	\$367.48	\$433.74	\$427.31	\$398.35	\$385.11
LCHG1	Labpack Mercury Related Material For Stabilization/Landfill	LB	1	\$45.69	\$44.00	\$43.34	\$42.04	\$47.88	\$46.11	\$45.42	\$44.06
LCHG1MIN	Labpack Mercury Related Material For Stabilization/Landfill - minimum charge 05 gals	DR	1	\$591.25	\$606.76	\$597.66	\$594.62	\$619.63	\$635.88	\$626.34	\$623.16
LCHG2	Labpack Elemental Mercury For Retort 5 GAL	DR	1	\$967.50	\$719.61	\$670.57	\$648.14	\$1,013.94	\$754.15	\$702.75	\$679.24
LCHG3	Mercury Batteries For Retort 5 GAL	DR	1	\$949.76	\$719.61	\$670.57	\$648.14	\$995.35	\$754.15	\$702.75	\$679.24
LCHG4	Labpack Mercury Salts and Solutions For Retort 5 GAL	DR	1	\$1,531.88	\$988.90	\$964.32	\$937.86	\$1,605.40	\$1,036.36	\$1,010.60	\$982.87
LCHG1	Labpack High Subcategory Mercury for Incineration 55 gals	DR	1	2771.35	\$2,874.82	\$2,679.89	\$2,591.36	\$2,904.37	\$3,012.80	\$2,808.52	\$2,715.74
LCY1	Propane Cylinders For Recycling CYCLE	CYCLE	1	15.05	\$80.09	\$75.30	\$72.54	\$15.77	\$83.93	\$78.91	\$76.02
LCY2	Refrigerant Gases Or Fire Extinguishers For Recycling CYCLE	CYCLE	1	30.1	\$240.28	\$223.52	\$216.44	\$31.54	\$251.80	\$234.25	\$226.83
LCY4	Inert Or Calibration Gas Cylinders For Disposal CYCLE	CYCLE	1	61.275	\$452.64	\$421.95	\$409.10	\$64.21	\$474.36	\$442.19	\$428.73
LCY5	Corrosive Cylinders For Disposal CYCLE	CYCLE	1	190.275	\$452.64	\$421.95	\$409.10	\$199.40	\$474.36	\$442.19	\$428.73

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

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LCY6	Flammable Cylinders For Disposal CYLE	CYLE	1	190.275	\$559.43	\$522.35	\$504.24	\$199.40	\$586.28	\$547.42	\$528.44
LCY7	Toxic Cylinders For Disposal CYLE	CYLE	1	608.45	\$1,150.41	\$1,072.19	\$1,035.83	\$637.65	\$1,205.63	\$1,123.66	\$1,085.55
LCY8	Toxic Or Corrosive Cylinders For Disposal CYLE	CYLE	1	929.875	\$1,315.45	\$1,226.39	\$1,185.68	\$974.50	\$1,378.59	\$1,285.25	\$1,242.58
LCY9	Pyrophoric Or Reactive Cylinders For Disposal CYLE	CYLE	1	1100.8	\$1,558.15	\$1,452.30	\$1,404.50	\$1,153.63	\$1,632.94	\$1,522.01	\$1,471.91
LCYMT	Empty & De-Valved Cylinders CYLE	CYLE	1		\$80.09	\$75.30	\$72.54		\$83.93	\$78.91	\$76.02
LFB1	Labpack For Fuels Blending 55 gals	DR	1	\$387.00	\$240.28	\$223.52	\$216.44	\$405.57	\$251.80	\$234.25	\$226.83
LFB3	Labpack Latex Paint For Recycling 55 gals	DR	1	\$425.70	\$360.41	\$334.69	\$324.66	\$446.13	\$377.71	\$350.75	\$340.24
LITHL	Reactive Lithium Lab Packs	LB	1	\$23.17	\$25.48	\$23.91	\$23.19	\$24.27	\$26.70	\$25.05	\$24.30
LITHLMIN	Reactive Lithium Lab Packs - minimum charge 05 gals	DR	1	\$591.25	\$589.07	\$549.15	\$531.48	\$619.63	\$617.34	\$575.50	\$556.98
LLF	Labpack For Landfill 55 gals	DR	1	\$322.50	\$200.23	\$186.47	\$180.77	\$337.98	\$209.84	\$195.41	\$189.44
LLFAS	Labpack Asbestos For Landfill 55 gals	DR	1	\$370.88	\$407.74	\$380.11	\$367.48	\$388.67	\$427.31	\$398.35	\$385.11
LPTN	Non-Processable Paint & Paint Related Mtrl For Incineration 55 gals	DR	1	\$465.48	\$512.10	\$478.12	\$461.43	\$487.81	\$536.68	\$501.07	\$483.57

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
LPTP	Processable Paint & Paint Related Mtrl For Fuel/Incineration 55 gals	DR	1	\$367.65	\$360.41	\$334.69	\$324.66	\$385.29	\$377.71	\$350.75	\$340.24
LRCT	Labpack Reactives For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTMIN	Labpack Reactives For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46
LRCTA	Labpack Reactive Acid & Acid Compatibles For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTAMIN	Labpack Reactive Acid & Acid Compatibles For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46
LRCTB	Labpack Reactive Basic & Basic Compatibles For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTBMIN	Labpack Reactive Basic & Basic Compatibles For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46
LRCTC	Labpack Reactive Organics For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTCMIN	Labpack Reactive Organics For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46

**Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Waste Disposal Pricing (pricing does not include transportation)**

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
LRCTD	Labpack Reactive Flammables For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTDMIN	Labpack Reactive Flammables For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46
LRCTO	Labpack Reactive Oxidizers For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTOMIN	Labpack Reactive Oxidizers For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46
LRCTQ	Labpack Reactive Compressed Gas Cartridge For Incineration	LB	1	\$7.79	\$5.60	\$5.22	\$5.04	\$8.16	\$5.86	\$5.47	\$5.27
LRCTQMIN	Labpack Reactive Compressed Gas Cartridge For Incineration - minimum charge 05 gals	DR	1	\$467.63	\$281.54	\$261.77	\$253.31	\$490.07	\$295.04	\$274.33	\$265.46
REC2	Equipment Containing Lead for Reclaim 55 gals	DR	1		\$316.25	\$295.25	\$285.67		\$331.43	\$309.42	\$299.38
RXHZ	RCRA and Universal Waste pharmaceuticals 55 gals	DR	1	\$354.75	\$287.60	\$288.95	\$259.26	\$371.77	\$301.40	\$281.85	\$271.69
RXXM	Mixed Hazardous (RCRA) and NON RCRA Pharmaceuticals 55 gals	DR	1	\$290.25	CBC	CBC	CBC	\$304.18	CBC	CBC	CBC
RXXNH	Non RCRA pharmaceuticals 55 gals	DR	1	\$258.00	CBC	CBC	CBC	\$270.38	CBC	CBC	CBC

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937

Waste Disposal Pricing (pricing does not include transportation)

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	2025 List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price

The above rates do not include transportation fees. Transportation fees will be quoted to each generator separately.

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937

Labor Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
CH	Chemist	HR	1	\$ 80.00	\$ 85.80	\$ 81.40	\$ 79.20	\$83.84	\$89.91	\$85.30	\$83.00
CHDT	Chemist Doubletime	HR	1	\$ 160.00	\$171.60	\$162.80	\$ 158.40	\$167.68	\$179.82	\$170.60	\$166.00
CHOT	Chemist Overtime	HR	1	\$ 119.00	\$128.70	\$122.10	\$ 118.80	\$125.76	\$134.86	\$127.95	\$124.50
PGM	Program Manager	HR	1	\$ 107.00	\$ 94.60	\$ 89.10	\$ 86.90	\$112.13	\$99.14	\$93.37	\$91.07
PGMDT	Program Manager Doubletime	HR	1	\$ 211.00	\$189.20	\$178.20	\$ 173.80	\$224.26	\$198.28	\$186.74	\$182.14
PGMOT	Program Manager Overtime	HR	1	\$ 159.00	\$141.90	\$133.65	\$ 130.35	\$168.19	\$148.71	\$140.05	\$136.60
PM	Project Manager	HR	1	\$ 106.00	\$ 89.10	\$ 84.70	\$ 81.40	\$111.08	\$93.37	\$88.76	\$85.30
PMDT	Project Manager Doubletime	HR	1	\$ 211.00	\$178.20	\$169.40	\$ 162.80	\$222.16	\$186.74	\$177.52	\$170.60
PMOT	Project Manager Overtime	HR	1	\$ 159.00	\$133.65	\$127.05	\$ 122.10	\$166.62	\$140.05	\$133.14	\$127.95
SCE	Lead Chemist	HR	1	\$ 88.00	\$ 95.70	\$ 91.30	\$ 88.00	\$92.22	\$100.29	\$95.68	\$92.22
SCEDT	Lead Chemist Doubletime	HR	1	\$ 175.00	\$191.40	\$182.60	\$ 176.00	\$184.44	\$200.58	\$191.36	\$184.44
SCEOT	Lead Chemist Overtime	HR	1	\$ 131.00	\$143.55	\$136.95	\$ 132.00	\$138.33	\$150.43	\$143.52	\$138.33
CH-CA	Chemist (rate for services provided in California)	HR	1	\$ 88.00	\$ 92.40	\$ 88.00	\$ 85.80	\$92.22	\$96.83	\$92.22	\$89.91
CHDT-CA	Chemist Doubletime (rate for services provided in California)	HR	1	\$ 170.00	\$184.80	\$176.00	\$ 171.60	\$184.44	\$193.66	\$184.44	\$179.82
CHOT-CA	Chemist Overtime (rate for services provided in California)	HR	1	\$ 133.00	\$138.60	\$132.00	\$ 128.70	\$138.33	\$145.25	\$138.33	\$134.86
PGM-CA	Program Manager (rate for services provided in California)	HR	1	\$ 110.00	\$100.10	\$ 95.70	\$ 93.50	\$115.28	\$104.90	\$100.29	\$97.98
PGMDT-CA	Program Manager Doubletime (rate for services provided in California)	HR	1	\$ 220.00	\$200.20	\$191.40	\$ 187.00	\$230.56	\$209.80	\$200.58	\$195.96
PGMOT-CA	Program Manager Overtime (rate for services provided in California)	HR	1	\$ 165.00	\$150.15	\$143.55	\$ 140.25	\$172.92	\$157.35	\$150.43	\$146.97
PM-CA	Project Manager (rate for services provided in California)	HR	1	\$ 110.00	\$ 94.60	\$ 90.20	\$ 88.00	\$115.28	\$99.14	\$94.52	\$92.22

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Labor Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
PMDT-CA	Project Manager Doubletime (rate for services provided in California)	HR	1	\$ 220.00	\$ 189.20	\$ 180.40	\$ 176.00	\$230.56	\$198.28	\$189.04	\$184.44
PMOT-CA	Project Manager Overtime (rate for services provided in California)	HR	1	\$ 167.00	\$ 141.90	\$ 135.30	\$ 132.00	\$172.92	\$148.71	\$141.78	\$138.33
SCE-CA	Lead Chemist (rate for services provided in California)	HR	1	\$ 94.00	\$ 102.30	\$ 96.80	\$ 94.60	\$98.51	\$107.21	\$101.44	\$99.14
SCEDT-CA	Lead Chemist Doubletime (rate for services provided in California)	HR	1	\$ 190.00	\$ 204.60	\$ 193.60	\$ 189.20	\$197.02	\$214.42	\$202.88	\$198.28
SCEOT-CA	Lead Chemist Overtime (rate for services provided in California)	HR	1	\$ 140.00	\$ 153.45	\$ 145.20	\$ 141.90	\$147.76	\$160.81	\$152.16	\$148.71
	InSite Program Manager	HR	1		\$ 90.00	\$ 86.04	\$ 83.70		\$94.32	\$90.16	\$87.71
	InSite Program Manager, Doubletime	HR	1		\$ 180.00	\$ 172.08	\$ 167.40		\$188.64	\$180.32	\$175.42
	InSite Program Manager, Overtime	HR	1		\$ 135.00	\$ 129.06	\$ 125.55		\$141.48	\$135.24	\$131.56
	InSite Program Manager (rate for services provided in California)	HR	1		\$ 97.00	\$ 93.04	\$ 90.70		\$101.65	\$97.50	\$95.05
	InSite Program Manager, Doubletime (rate for	HR	1		\$ 194.00	\$ 185.46	\$ 180.42		\$203.30	\$195.00	\$190.10
	InSite Program Manager, Overtime (rate for	HR	1		\$ 145.50	\$ 139.10	\$ 135.32		\$152.47	\$146.25	\$142.57
	InSite Project Manager	HR	1		\$ 75.00	\$ 71.70	\$ 69.75		\$78.60	\$75.14	\$73.09
	InSite Project Manager, Doubletime	HR	1		\$ 150.00	\$ 143.40	\$ 139.50		\$157.20	\$150.28	\$146.18
	InSite Project Manager, Overtime	HR	1		\$ 112.50	\$ 107.55	\$ 104.63		\$117.90	\$112.71	\$109.63
	InSite Project Manager (rate for services provided in California)	HR	1		\$ 82.00	\$ 78.70	\$ 76.75		\$85.93	\$82.47	\$80.43
	InSite Project Manager, Doubletime (rate for services provided in California)	HR	1		\$ 164.00	\$ 156.78	\$ 152.52		\$171.86	\$164.94	\$160.86
	InSite Project Manager, Overtime (rate for services provided in California)	HR	1		\$ 123.00	\$ 117.59	\$ 114.39		\$128.89	\$123.70	\$120.64

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Labor Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
	InSite Chemist	HR	1		\$ 65.00	\$ 62.14	\$ 60.45		\$68.12	\$65.12	\$63.35
	InSite Chemist, Doubletime	HR	1		\$130.00	\$124.28	\$ 120.90		\$136.24	\$130.24	\$126.70
	InSite Chemist, Overtime	HR	1		\$ 97.50	\$ 93.21	\$ 90.68		\$102.18	\$97.68	\$95.02
	InSite Chemist (rate for services provided in California)	HR	1		\$ 72.00	\$ 69.14	\$ 67.45		\$75.45	\$72.45	\$70.68
	InSite Chemist, Doubletime (rate for services provided in California)	HR	1		\$144.00	\$137.66	\$ 133.92		\$150.90	\$144.90	\$141.36
	InSite Chemist, Overtime (rate for services provided in California)	HR	1		\$108.00	\$103.25	\$ 100.44		\$113.17	\$108.67	\$106.02
AT	InSite Technician	HR	1	\$ 64.00	\$ 69.30	\$ 66.00	\$ 63.80	\$67.07	\$72.62	\$69.16	\$66.86
ATDT	InSite Technician, Doubletime	HR	1	\$127.00	\$138.60	\$132.00	\$127.60	\$134.14	\$145.24	\$138.32	\$133.72
ATOT	InSite Technician, Overtime	HR	1	\$ 95.00	\$103.95	\$ 99.00	\$ 95.70	\$100.60	\$108.93	\$103.74	\$100.29
AT-CA	InSite Technician (rate for services provided in California)	HR	1	\$ 73.00	\$ 75.90	\$ 71.50	\$ 70.40	\$76.50	\$79.54	\$74.93	\$73.77
ATDT-CA	InSite Technician, Doubletime (rate for services provided in California)	HR	1	\$143.00	\$151.80	\$143.00	\$ 140.80	\$153.00	\$159.08	\$149.86	\$147.54
ATOT-CA	InSite Technician, Overtime (rate for services provided in California)	HR	1	\$121.00	\$113.85	\$107.25	\$ 105.60	\$114.75	\$119.31	\$112.39	\$110.65
PROFILE1	Profile Fee (paper)	EA	1	\$ 97.00	\$105.60	\$105.60	\$ 105.60	\$101.65	\$110.66	\$110.66	\$110.66
PERDIEM3	Per Diem / Subsistence	DA	1	\$205.00	\$222.20	\$211.20	\$ 205.70	\$214.84	\$232.86	\$221.33	\$215.57
DEM	Demurrage	HR	1	\$138.00	\$150.70	\$150.70	\$ 150.70	\$144.62	\$157.93	\$157.93	\$157.93
NLOAD	Noload Cancellation Fee	EA	1	\$347.00	\$378.40	\$378.40	\$ 378.40	\$363.65	\$396.56	\$396.56	\$396.56
FROZENDRUM	Frozen Drum Fee	EA	1	\$ 42.00	\$ 45.10	\$ 45.10	\$ 45.10	\$44.01	\$47.26	\$47.26	\$47.26
INVERTEDDM	Inverted Drum in Over Pack	EA	1	\$ 33.00	\$ 35.20	\$ 35.20	\$ 35.20	\$34.58	\$36.88	\$36.88	\$36.88

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Labor Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	TIER 1 <\$50,000 annual spend	Tier 2 50,000 - 250,000 annual spend	Tier 3 > 250,000 annual spend	List Price	2025 Tier 1 Price	2025 Tier 2 Price	2025 Tier 3 Price
OVRPACKFE E	Over Pack Fee	EA	1	\$ 277.00	\$ 301.40	\$ 301.40	\$ 301.40	\$ 290.29	\$ 315.86	\$ 315.86	\$ 315.86

Standard variable Recovery Fee discounted 5%

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Supplies Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	All Tiers	2025 List Price	2025 All Tiers Price
PPED1	Modified Level D (Tyvec, Gloves and Boots)	EA	1	\$33.00	\$ 20.00	\$34.58	\$20.96
CLNPAKPE	Standard Clean pack PPE	EA	1	\$13.00	\$ 20.00	\$13.62	\$20.96
DMPALDOT	DOT Rated Heavy Duty Pallet	EA	1	\$38.00	\$ 44.00	\$39.82	\$46.11
LABELS	Labels - DOT	EA	1	\$1.80	\$ 1.98	\$1.88	\$2.07
LABELS-HAZ	Hazardous Waste Labels	EA	1	\$1.80	\$ 1.98	\$1.88	\$2.07
LABELS-RX	Rx Satellite Container Labels / Markings (1000/roll)	RL	1	\$220.00	\$ 220.00	\$230.56	\$230.56
LINDRUM	Drum Liners	EA	1	\$34.00	\$ 5.83	\$35.63	\$6.10
LINRX18G	Poly liner for 18 gal Rx container (case of 100)	RL	1	\$209.00	\$ 144.10	\$219.03	\$151.01
LINRX55G	Poly liner for 55 gal Rx container (case of 100)	RL	1	\$234.00	\$ 238.70	\$245.23	\$250.15
SORBSPEED	Speedi Dry	BG	1	\$21.00	\$ 19.80	\$22.00	\$20.75
SORBVERM	Vermiculite 4 cuft	BG	1	\$71.00	\$ 77.61	\$74.40	\$81.33
BAGRX19G	RX Bag 19 Gallon 50 per roll	RL	1	N/A	\$ 67.10	N/A	N/A
box4	4ft Fluorescent Tube Box 4G/Y275	EA	1	N/A	\$ 28.60	N/A	N/A
box8	8ft Fluorescent Tube Box 4G/Y275	EA	1	N/A	\$ 49.50	N/A	N/A
BOXPATH	18x18x24in Nonhazardous Pathological Waste Box	EA	1	N/A	\$ 12.10	N/A	N/A
DM10COPAK	Lab pak box, 10 gal, UN4G/X40/S HD poly liner	EA	1	N/A	\$ 29.70	N/A	N/A
DM12RCRAH	Rx 12 Gal Container, Hinged Lid Black	EA	1	N/A	\$ 25.85	N/A	N/A
DM12SHARP	Rx 12 Gal Container, Slide Top	EA	1	N/A	\$ 30.80	N/A	N/A
DM15CPOLY	Drum 15 Gal / 60 Litre Poly (1H1/Y1.8/100)	EA	1	N/A	\$ 97.90	N/A	N/A
DM15POLY	Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	1	N/A	\$ 96.80	N/A	N/A
DM16STL	16 Gal / 70 L Steel Drum, Reconditioned	EA	1	N/A	\$ 112.20	N/A	N/A
DM16CPOLY	16 Gal / 70 L Closed Poly Drum	EA	1	N/A	\$ 97.90	N/A	N/A
DM16POLY	16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	1	N/A	\$ 96.80	N/A	N/A
DM17SHARPH	Rx 17 Gal Container, Hinge Top	EA	1	N/A	\$ 42.90	N/A	N/A
DM18RCRAH	Rx 18 Gal Container, Hinged Lid Black	EA	1	N/A	\$ 42.90	N/A	N/A
DM18SHARP	Rx 18 Gal Container, Slide Top	EA	1	N/A	\$ 46.20	N/A	N/A
DM19SHARP	Rx 19 Gal Container, Slide Top	EA	1	N/A	\$ 63.80	N/A	N/A
DM1QTSHARP	Rx 1 Quart Container	EA	1	N/A	\$ 7.59	N/A	N/A

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Supplies Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	All Tiers	2025 List Price	2025 All Tiers Price
DM20COPACK	Lab pak box, 20 gal, UN4GY75/S HD poly liner included	EA	1	N/A	\$ 40.70	N/A	N/A
DM20CPOLY	20 Gal / 80 Litre Closed Top Poly Drum	EA	1	N/A	\$ 101.20	N/A	N/A
DM20FIBER	20 Gal / 80 Litre Fiber Drum	EA	1	N/A	\$ 40.70	N/A	N/A
DM20POLY	20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	1	N/A	\$ 119.90	N/A	N/A
DM2HBPCHARM	Rx 2 Gal Container, Hinged Lid Black Non RCRA	EA	1	N/A	\$ 13.31	N/A	N/A
DM2POLY	2 Gallon Poly Container	EA	1	N/A	\$ 16.50	N/A	N/A
DM2RCRAH	Rx 2 Gal Container, Hinged Lid Black RCRA	EA	1	N/A	\$ 13.31	N/A	N/A
DM2SHARP	Rx 2 Gal Container, Plug Top	EA	1	N/A	\$ 22.00	N/A	N/A
DM30COPAK	Lab pak box, 30GAL, un 4gy/113/s HD poly liner included	EA		N/A	\$ 38.50	N/A	N/A
DM30CPOLY	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	1	N/A	\$ 118.80	N/A	N/A
DM30CSTL	30 Gal / 120 Litre Closed Steel Drum, Recond 1A1/Y1.4/100	EA	1	N/A	\$ 152.90	N/A	N/A
DM30CSTLN	30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	1	N/A	\$ 143.00	N/A	N/A
DM30FIBER	30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	1	N/A	\$ 61.60	N/A	N/A
DM30POLY	30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	1	N/A	\$ 145.20	N/A	N/A
DM30STL	30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	1	N/A	\$ 152.90	N/A	N/A
DM30STLN	30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	1	N/A	\$ 143.00	N/A	N/A
DM3sharp	Rx 3 Gal Container	EA	1	N/A	\$ 19.80	N/A	N/A
DM4FIBER	Fluorescent Bulb Tubes, 4ft 100 bulb capacity	EA	1	N/A	\$ 100.10	N/A	N/A
DM4FIBER125	Fluorescent Bulb Tubes, 4ft 125 bulb capacity	EA	1	N/A	\$ 100.10	N/A	N/A
DM4FIBER150	Fluorescent Bulb Tubes, 4ft 150 bulb capacity	EA	1	N/A	\$ 100.10	N/A	N/A
DM55COPAK	Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	EA	1	N/A	\$ 40.70	N/A	N/A
DM55CPOLY	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	1	N/A	\$ 137.50	N/A	N/A

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Supplies Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	All Tiers	2025 List Price	2025 All Tiers Price
DM55CSTL	55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	1	N/A	\$ 92.40	N/A	N/A
DM55CSTLN	55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	1	N/A	\$ 139.70	N/A	N/A
DM55FIBER	55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	1	N/A	\$ 105.60	N/A	N/A
DM55FIBRRL	55 Gal / 205 L Fiber Drum, Recon, w/Lever Lock 1G/Y160/S	EA	1	N/A	\$ 46.20	N/A	N/A
DM55POLY	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	1	N/A	\$ 110.00	N/A	N/A
DM55POLYN	55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	1	N/A	\$ 133.10	N/A	N/A
DM55POLYNR	55 Gal / 205 L Open Poly Drum Nestable Recycled 1H2/Y180/S	EA	1	N/A	\$ 110.00	N/A	N/A
DM55STL	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	1	N/A	\$ 124.30	N/A	N/A
DM55STLN	55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	1	N/A	\$ 184.80	N/A	N/A
DM5BXPBI	1L Capacity/PBI Box (4G Type)	EA	1	N/A	\$ 83.60	N/A	N/A
DM5CARBOY	5 Gal / 20 Litre Poly Carboy	EA	1	N/A	\$ 31.90	N/A	N/A
DM5COPAK	Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	EA	1	N/A	\$ 23.10	N/A	N/A
DM5CPOLY	5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	1	N/A	\$ 35.20	N/A	N/A
DM5CSTL	5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	1	N/A	\$ 32.51	N/A	N/A
DM5FIBER	5 Gal / 20 Litre Fiber Drum	EA	1	N/A	\$ 20.90	N/A	N/A
DM5POLY	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	1	N/A	\$ 26.40	N/A	N/A
DM5qtsharp	Rx 5 Quart Container	EA	1	N/A	\$ 5.83	N/A	N/A
DM5STL	5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	1	N/A	\$ 64.90	N/A	N/A
DM5XSTL	5 Gal / 20 Litre Steel Drum, X rated, 1A2/X1.8/100	EA	1	N/A	\$ 36.30	N/A	N/A
DM85STL	85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	1	N/A	\$ 407.00	N/A	N/A
DM85STLN	85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	1	N/A	\$ 407.00	N/A	N/A

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Supplies Pricing

PRODUCT NUMBER	PRODUCT DESCRIPTION	UOM	QTY PER UOM	List Price	All Tiers	2025 List Price	2025 All Tiers Price
DM8FIBER	Fluorescent Bulb Tubes, 8ft 100 bulb capacity	EA	1	N/A	\$ 117.70	N/A	N/A
DM8FIBER125	Fluorescent Bulb Tubes, 8ft 125 bulb capacity	EA	1	N/A	\$ 117.70	N/A	N/A
DM8RCRAH	Rx 8 Gal Container, Hinged Lid Black	EA	1	N/A	\$ 28.60	N/A	N/A
DM8SHARP	Rx 8 Gal Container, Slide Top	EA	1	N/A	\$ 20.90	N/A	N/A
DM8SHARPH	Rx 8 Gal Container, Hinge Top	EA	1	N/A	\$ 28.60	N/A	N/A
DM9SHARP	Rx 9 Gal Container, Slide Top	EA	1	N/A	\$ 37.40	N/A	N/A
DMFLEXBN	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	1	N/A	\$ 117.70	N/A	N/A
TPDOT	DOT Packing Tape	EA	1	N/A	\$ 19.25	N/A	N/A

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937

Clean Harbors General Pricing Conditions

Assumptions and Considerations

Please find below the general pricing conditions for this contract. These conditions govern all waste streams and generic pricing covered under this contract. These conditions are in addition to specific pricing notes provided on the pricing matrixes.

1. Quoted pricing is valid for the first year of a resultant contract. Each year thereafter the price will be reviewed, and rates shall be adjusted based on mutually agreeable rates.
2. Materials Pricing. Due to the volatility of the materials market, we reserve the right to renegotiate any supply rates included in this proposal if our cost exceeds a 20% increase.
3. Profiles submitted electronically through Clean Harbors Online Services will be approved at no charge. Approval of hard copy (paper) profiles will be charged at \$105.60 each.
4. All approved (“Approved”) waste streams are coded with Clean Harbors’ Waste Classification Codes (WCCs), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, as well as a sample, representative analysis and/or Safety Data Sheet (SDS) must be submitted prior to approval and scheduling.
5. Lab Pack rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials. Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.
6. Some bulk waste streams require a sample prior to acceptance and approval. Final pricing for bulk waste streams will be determined from actual samples and/or trial loads. Specifications for bulk waste streams will be individually defined, but will generally follow the same specifications as the containerized (i.e., drummed, lab packed, etc.) wastes.

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Clean Harbors General Pricing Conditions
Assumptions and Considerations

7. All pricing presented in this contract is based on Clean Harbors' ability to utilize our approved network of audited TSDFs. If the number of sites approved by UC is reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.
8. Except where specifically quoted otherwise in the pricing matrix, the following conditions will govern the way Clean Harbors invoices waste disposal for odd size shipping containers. Drum sizes or container types not covered herein will be quoted case-by-case.
9. Dedicated or non-milkrun emergency pickups will be charged at full truckload price. Cancellation of a pickup with less than 24 hours notice will incur a \$396.56 cancellation fee.
10. **Applies to Work in California**
Unless otherwise quoted, the following labor hours are considered Overtime and will be invoiced at 1.5 times the applicable straight time rate for all billable personnel:
 - All hours worked in excess of eight (8) on a normal workday (Monday - Friday), up to twelve (12) hours.
 - All hours worked on a Saturday, up to eight (8) hours.Unless otherwise quoted, the following labor hours are considered Premium Time and will be invoiced at 2.0 times the applicable straight time rate for all billable personnel:
 - All hours worked in excess of twelve (12) on a normal workday (Monday - Friday).
 - All hours worked in excess of eight (8) on a Saturday.
 - All hours worked all day on a Sunday and holidays.
11. All transportation rates are based on utilization of Clean Harbors' transportation equipment or Clean Harbors approved transporters.
12. Transportation Demurrage Schedules

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12.1 **Drummed Waste** – The amount of time required by Clean Harbors' driver to load drums at a single stop is built into our transportation rates. As the number of drums to be loaded increases, the amount of loading time allocated increases.

The table below outlines Clean Harbors' sliding scale of "free" loading time versus the number of drums being loaded. Onsite time more than the free allocated loading hours below will be charged demurrage.

Number of Shipping Containers Loaded Per Stop	Free Loading Hours Allocated
≤ 10	0.50
11 to 15	0.75
16 to 25	1.00
26 to 35	1.25
36 to 45	1.50
46 to 50	1.75
51 to 80	2.00

The demurrage rate for Vans, Box Trucks and Flat-Bed Trailers is \$150.70/hour.

12.2 **Bulk Waste** – Demurrage rates for bulk waste transportation are outlined below:

Bulk Vehicle Description	Demurrage Rate Per Hour
Vacuum Trailer, Cusco	\$150.70
Liquid Transporter Trailer	\$150.70
Roll Off	\$150.70
Dump Trailer	\$150.70

12.2.1 For conforming waste, demurrage only to be charged after one (1) hour on the generator's site.

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Clean Harbors General Pricing Conditions
Assumptions and Considerations

- 12.2.2 Unloading demurrage will not be charged for wastes being delivered to Clean Harbors' plants, unless a very
- 12.2.3 Demurrage will be charged for time when shipments unloaded at non-Clean Harbors facilities is more than one (1) hour. Clean Harbors will do its best to properly coordinate such loads, however we cannot control the process times at non-Clean Harbors' facilities.
13. Pumping Time will be charged at the \$136.24/hour, which covers the time Clean Harbors is using a vacuum truck to pump materials from a tank(s) or container(s) into the vacuum truck.
14. CHES reserves the right to quote unique transportation pricing for lined or agitated trailers or drop deck flatbeds, roll off rental and roll off drop fees as required.
15. Repairs to damaged Clean Harbors' owned or leased rolloff containers or other equipment by a customer will be invoiced at cost-plus 30% for parts and labor.
16. Customer must agree to accept return of radioactive waste as the result of a regulatory action at a designated receiving facility or as a result of misrepresentation of the waste on the part of the Customer. Contractor will work with Customer to minimize costs associated with return of waste.
17. Clean Harbors requires free and easy access to each pickup site. Drums/containers must be in DOT shippable condition.
18. Reactive alkali metal compounds should typically be packaged in metal outer containers no larger than 5 gallons in size. The inner contents must be less than 5 pounds of reactive metal or less than 20 pounds of reactive batteries in rigid poly containers. Reactive metals and batteries must be packaged under oil. Requests to manage these materials in larger inner charge sizes or larger outer container sizes will be handled on a case by case basis.
19. Prices for PCB items are only effective if the items are received within 9 months of the out of service date (OSD). Out of Service Date (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for OSD's exceeding 9 months will be billed as follows:
- 19.1 Received over 9 months – 1.25 x base price

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Clean Harbors General Pricing Conditions

Assumptions and Considerations

- 19.2 Received over 10 months – 1.50 x base price
 - 19.3 Received over 11 months – 2.00 x base price
20. Compressed Gas Cylinder Conditions
- 20.1 Certain high hazard and extremely reactive cylinders will be handled case-by-case including chlorine dioxide, xenon difluoride, pentaborane, tetrafluorohydrazine, hydrogen cyanide anhydrous, fluorine >5%, sodium potassium alloy, potassium, sulfur trioxide, bromine pentafluoride, bromine trifluoride, chlorine pentafluoride, chlorine trifluoride, trifluoromethyl peroxide, trifluoromethylhypofluorite, xenon dioxide, xenon hexafluoride, xenon tetrafluoride, bis (trifluoromethyl) peroxide, hydrazine, methyl hydrazine, oxygen difluoride.
 - 20.2 Zone A cylinder transportation (as required) will be quoted case-by-case and will be billed in addition to disposal.
 - 20.3 Cylinders required to be returned to the generator after processing must be properly labeled to indicate “Return to Generator” and have operable valves. Return transportation will be quoted case-by-case.
 - 20.4 Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.
 - 20.5 Cylinders with inoperable valves may be subject to rejection or may be charged an additional handling fee of \$471.60.
 - 20.6 Cylinders with a stuck/ rusted valve cap will be subject to a \$57.64 stuck cap charge.
 - 20.7 Cylinders must in DOT-shippable condition.
 - 20.8 Cylinders with greater than 5% solids maybe subject to surcharge or rejection.
 - 20.9 All ½ ton, 1 ton and larger cylinders will be quoted by case-by-case. These cylinders are subject to a connect and disconnect fee of \$ 1,886.40 each. If scrapping or disposal of the cylinder carcass is required, additional charges will be quoted individually.
 - 20.10 All cylinders require an approved cylinder evaluation sheet and leak test for final acceptance

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Clean Harbors General Pricing Conditions
Assumptions and Considerations

- 20.11 Phosgene leak test will be quoted case-by-case.
- 20.12 Cylinder pricing offered in this proposal is contingent upon approval of the Clean Harbors, LaPorte, TX transfer, storage and disposal facility.

Cylinder Sizes	
Lecture (CYLE) -	Up to 3” dia. and 13” length or 4” dia. and 10” length
Small (CYSM) -	Up to 4” dia. and 24” length
Medium (CYME) -	Up to 12” dia. and 36” length
Large (CYLG) -	Up to 16” dia. and 56” length
Extra Lrg (CYXL) -	Up to 20” dia. and 64” length
½ Ton (CYHT)* -	Up to 30” dia. and 52” length or 20” dia. and 82” length
Ton (CYTN)* -	Up to 24” dia. and 94” length or 30” dia. and 82” length

- 21. Pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Clean Harbors will document such changes and approach UC to re-negotiate pricing.
- 22. A tank wash or rolloff wash fee of \$419.20 will apply any time a wash of a tanker or rolloff is cold water washed at a TSDF for non-PCB items. Additional fees will apply for: chemical cleanouts, any tank (confined space) entries and/ or PCB washouts.
- 23. Solidification of free liquids in a bulk solid container will be subject to a Bin Top Stabilization Fee of \$366.80 per container.
- 24. Cleanout/ Decontamination of bulk solid containers or tankers hauling PCB waste that are not in PCB dedicated service may be subject to a PCB cleanout/ decontamination fee of \$6,497.60 per container/ tanker.
- 25. Bulk or drum waste shipped frozen may be subject to a fee covering the costs associated with defrosting / steaming the material in order to process the waste for disposal.

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Clean Harbors General Pricing Conditions
Assumptions and Considerations

26. Overpacked drums with the drum inverted will be subject to a \$36.88 inverted drum fee. If waste must be overpacked upon receipt at a Clean Harbors' plant, an overpack fee of \$315.86 will be invoiced.

27. Fees & Taxes

27.1 Local, state and federal fees/taxes applying to the generating location/receiving facilities as well as applicable sales taxes and use taxes are not included in disposal pricing and will be added to each invoice as applicable.

27.2 On June 30, 2018, the US EPA activated the E-Manifest system. The EPA will charge the receiving treatment, storage and disposal facility (TSDF) a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$27 per manifest on every invoice effective October 1, 2109.

27.3 California Generators – CA RRAA Fee: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for a California generator.

27.4 California Siting Fees: A California TSDF Facility Siting Fee of \$3.55 per drum/container will apply to all containers received at Clean Harbors' TSDFs in California. A California Landfill Facility Siting Fee of \$2.70 per ton will apply to all waste received at Clean Harbors Buttonwillow, CA landfill.

27.5 Storage Fee. Clean Harbors reserves the right to charge \$52.40 a day for each piece of transportation equipment *not owned or subcontracted by Clean Harbors* that remain at a Clean Harbors TSDF in excess of 7 days of being emptied and the customer receiving notification that the equipment is available for pick up.”

27.6 Variable Energy and Security Recovery Fee

Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Clean Harbors General Pricing Conditions
Assumptions and Considerations

Clean Harbors is currently applying a Recovery Fee that is comprised of two components; a 2.5% charge for insurance, liability, tolls and security costs; and a charge for Energy costs that is revised monthly based on the average diesel prices from the US Department of Energy.

2025 All
Tiers
Price

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

needed. UOM Price (USD)

FIELD PERSONNEL

Field Technician	HR	\$81.00	\$84.88
Equipment Operator	HR	\$100.00	\$104.80
Foreman	HR	\$100.00	\$104.80
Chemist	HR	\$114.00	\$119.47
Supervisor	HR	\$115.00	\$120.52
Lead Chemist	HR	\$131.00	\$137.28
Project Manager	HR	\$145.00	\$151.96
Site Safety Officer	HR	\$186.00	\$194.92

TECHNICAL PERSONNEL

Field Inspector	HR	\$89.00	\$93.27
Mechanic	HR	\$104.00	\$108.99
Welder	HR	\$104.00	\$108.99
Field Engineer/Scientist/Geologist	HR	\$116.00	\$121.56
Senior Engineer/Scientist/Geologist	HR	\$131.00	\$137.28
Professional Engineer/LSP	HR	\$164.00	\$171.87

ADMINISTRATIVE/MANAGERIAL PERSONNEL

On Site Administration	HR	\$82.00	\$85.93
Emergency Response Coordinator	HR	\$137.00	\$143.57

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

2025 All Tiers Price

General Manager	HR	\$191.00	\$200.16
COVID19 RESPONSE EQUIPMENT*			
Antiviral Backpack Sprayer	DAY	\$263.00	\$275.62
Antiviral Disinfectant Fogger	DAY	\$189.00	\$198.07
Antiviral Disinfectant Solution	GAL	\$49.00	\$51.35
Antiviral Electrostatic Sprayer	DAY	\$263.00	\$275.62
Decon Station	DAY	\$210.00	\$220.08
High Power Antiviral Fogger	DAY	\$683.00	\$715.78
N95 MASK	EA	\$7.90	\$8.27
Wheeled Antiviral Sprayer	DAY	\$525.00	\$550.20

Description UOM Price (USD)

PER DIEM / SUBSISTENCE

Per Diem / Subsistence

DAY \$211.00 \$221.12

HEAVY DUTY TRUCKS

Box Truck

HR \$102.00 \$106.89

Dump Truck, 10 Wheel

HR \$112.00 \$117.37

High Powered Vacuum Truck/Cusco

HR \$165.00 \$172.92

Rolloff Straightjob

HR \$112.00 \$117.37

Rolloff Two Can Trailer

HR \$123.00 \$128.90

Skid Mounted Vacuum System

HR \$75.00 \$78.60

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

Tractor Only, No Trailer	HR	\$88.00	\$92.22
Tractor w/Box Van	HR	\$117.00	\$122.61
Tractor w/Dump Trailer	HR	\$117.00	\$122.61
Tractor w/Flatbed/Lowbed Trailer	HR	\$125.00	\$131.00
Tractor w/Liquid Transporter	HR	\$141.00	\$147.76
Tractor w/Rolloff Trailer	HR	\$123.00	\$128.90
Tractor w/Vacuum Trailer	HR	\$145.00	\$151.96
Vactor with Jet Rodder	HR	\$165.00	\$172.92
Vacuum Truck, Straight	HR	\$112.00	\$117.37
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$165.00	\$172.92
LIGHT DUTY TRUCK/RESPONSE EQUIPMENT			
Emergency Response Van	HR	\$94.00	\$98.51
Pickup with Dump Body	HR	\$35.00	\$36.68
Pickup/Van/Car/Crew Cab	HR	\$32.00	\$33.53
Small Box Truck / Cube Van	HR	\$44.00	\$46.11
Spill Trailer	DAY	\$338.00	\$354.22
Stake Body/Utility Truck	HR	\$44.00	\$46.11
Utility / Support Trailer	DAY	\$231.00	\$242.08
PRESSURE WASHING EQUIPMENT			
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$77.00	\$80.69

**2025 All
Tiers
Price**

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

1000psi Pressure Washer	DAY	\$109.00	\$114.23
2-D Rotating Nozzle	HR	\$71.00	\$74.40
Description UOM Price (USD)			
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$152.00	\$159.29
2000psi Pressure Washer	DAY	\$118.00	\$123.66
2500psi Hot Water Pressure Washer	DAY	\$369.00	\$386.71
2500psi Pressure Washer	DAY	\$129.00	\$135.19
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$93.00	\$97.46
3000psi Hot Water Pressure Washer	DAY	\$407.00	\$426.53
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$179.00	\$187.59
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$179.00	\$187.59
PUMPING/TRANSFERRING PUMPS			
Drum Head Vacuum System, Electric	DAY	\$58.00	\$60.78
Drum Loader	DAY	\$186.00	\$194.92
Pump - Centrifugal, 2 in	DAY	\$119.00	\$124.71
Pump - Diesel Lister, 3 in	DAY	\$167.00	\$175.01
Pump - Double Diaphragm, 1 in	DAY	\$105.00	\$110.04
Pump - Double Diaphragm, 2 in	DAY	\$149.00	\$156.15
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$197.00	\$206.45
Pump - Double Diaphragm, 3 in	DAY	\$167.00	\$175.01
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$218.00	\$228.46

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

Pump - Double Diaphragm, 4 in	DAY	\$229.00	\$239.99
Pump - Electric Drum	DAY	\$118.00	\$123.66
Pump - Electric Submersible, 2 in	DAY	\$94.00	\$98.51
Pump - Electric Submersible, 3 in	DAY	\$118.00	\$123.66
Pump - Electric Submersible, 4 in	DAY	\$173.00	\$181.30
Pump - Hand	DAY	\$38.00	\$39.82
Pump - Hydraulic Transfer, 4 in	HR	\$38.00	\$39.82
Pump - Hydraulic Transfer, 6 in	HR	\$284.00	\$297.63
Pump - Trash, 4 in	DAY	\$309.00	\$323.83

MARINE RESPONSE EQUIPMENT

Airboat, Single Engine	DAY	\$1512.00	\$1,584.57
Airboat, Twin Engine	DAY	\$4410.00	\$4,621.68
Boat/Workskiff without Motor	DAY	\$179.00	\$187.59
Brush Skimmer	DAY	\$1008.00	\$1,056.38
Containment Boom - 10" Per Foot Per Day	FT	\$2.25	\$2.35

Description UOM Price (USD)

Containment Boom - 18" Per Foot Per Day	FT	\$2.51	\$2.63
Containment Boom - 24" Per Foot Per Day	FT	\$3.24	\$3.39
Containment Boom - 36" Per Foot Per Day	FT	\$3.64	\$3.81
Drum Skimmer (24in-36in)	DAY	\$790.00	\$827.92
Drum Skimmer, Double Barrel 24"	DAY	\$1234.00	\$1,293.23

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

Hydraulic Power Pack for Skimmer	DAY	\$278.00	\$291.34
Landing Craft (LCM), 26ft-29ft	DAY	\$1197.00	\$1,254.45
Landing Craft (LCM), 30ft-34ft	DAY	\$1298.00	\$1,360.30
Landing Craft (LCM), 35ft-45ft	DAY	\$1947.00	\$2,040.45
PFD Deck Suit	EA	\$731.00	\$766.08
PFD Life Vest	DAY	\$34.00	\$35.63
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$103.00	\$107.94
Power Barge Boat, 26ft-30ft	DAY	\$1386.00	\$1,452.52
Power Barge Boat, 30ft-42ft	DAY	\$2520.00	\$2,640.96
Power Workboat, Fast Response, 12-14ft	DAY	\$376.00	\$394.04
Power Workboat, Fast Response, 15-17ft	DAY	\$449.00	\$470.55
Power Workboat, Fast Response, 18-22ft	DAY	\$751.00	\$787.04
Power Workboat, Fast Response, 23-26ft	DAY	\$945.00	\$990.36
Power Workboat, Fast Response, 27-36ft	DAY	\$1197.00	\$1,254.45
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$990.00	\$1,037.52
Rope Mop - 4" (Per Foot)	FT	\$38.00	\$39.82
Rope Mop - 9" (Per Foot)	FT	\$49.00	\$51.35
Rotating Disc Skimmer Unit	DAY	\$1028.00	\$1,077.34
Skim Pack Skimmer	DAY	\$204.00	\$213.79
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$819.00	\$858.31
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1103.00	\$1,155.94

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

2025 All Tiers Price

Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$977.00	\$1,023.89
Skimmer, Duck Bill	DAY	\$36.00	\$37.72
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6899.00	\$7,230.15
Skimming Vessel Belt Drive Replacement	EA	\$1691.00	\$1,772.16
Weir Skimmer Unit	DAY	\$219.00	\$229.51

FIELD ANALYTICAL

4 Gas/5 Gas Meter	DAY	\$193.00	\$202.26
Bailer & Sampling Equipment	DAY	\$66.00	\$69.16

Description UOM Price (USD)

Draeger Air Monitoring Pump	DAY	\$86.00	\$90.12
Explosion/Oxygen Meter	DAY	\$137.00	\$143.57
Geiger Counter Meter	DAY	\$171.00	\$179.20
Hydrogen Cyanide Meter	DAY	\$141.00	\$147.76
Interface Probe	DAY	\$137.00	\$143.57
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$555.00	\$581.64
Mercury Vapor Analyzer	DAY	\$284.00	\$297.63
Particulate Meter, Mini Ram or equivalent	DAY	\$137.00	\$143.57
Personal Air Pump Meter	DAY	\$66.00	\$69.16
pH Meter	DAY	\$66.00	\$69.16
PID Meter	DAY	\$137.00	\$143.57
Well Purging/Sampling Pump	DAY	\$66.00	\$69.16

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

Item Description	Unit	2025 All Tiers Price
HOSES/PIPE*		
Hose - Chemical, 2 in X 20 ft	DAY	\$40.00
Hose - Chemical, 3 in X 20 ft	DAY	\$56.00
Hose - Chemical, 4 in X 20 ft	DAY	\$73.00
Hose - Flex ADS, 6 in, per ft	FT	\$5.35
Hose - Flex, 4 in, per ft	FT	\$1.91
Hose - Lay Flat, 2 in X 25ft	DAY	\$30.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$66.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$86.00
Hose - Suction, 2 in X 25 ft	DAY	\$34.00
Hose - Suction, 3 in X 25 ft	DAY	\$46.00
Hose - Suction, 4 in X 25 ft	DAY	\$66.00
Hose - Suction, 6 in X 25 ft	DAY	\$95.00
Wash Hose, 1/2in x 50ft	DAY	\$19.00
EARTH MOVING EQUIPMENT		
Backhoe Loader, 1 Yard Bucket	HR	\$86.00
Bobcat Loader/Mini Excavator	HR	\$80.00
Excavator, 20-30 Ton	HR	\$109.00
Fork Attachment for Bobcat Loader	DAY	\$63.00
Loader, 2-3 Yard Bucket	HR	\$83.00
Mini Excavator	HR	\$80.00

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

2025 All Tiers Price

Description	UOM	Price (USD)
Sweeper Attachment for Bobcat Loader	DAY	\$154.00
PNEUMATIC POWER TOOLS		
3/4in Drill, Rotary Hammer	DAY	\$99.00
Airspade Pneumatic Shovel	DAY	\$72.00
Jackhammer, 40Lb	DAY	\$71.00
Jackhammer, 60Lb	DAY	\$89.00
Jackhammer, 90Lb	DAY	\$107.00
Pneumatic Chipping Gun	DAY	\$114.00
Steel Nibbler, Pneumatic	DAY	\$142.00
GAS POWERED TOOLS		
Brush Cutter/Power Broom	DAY	\$133.00
Chain Saw	DAY	\$133.00
Cutoff Saw (Demo)	DAY	\$142.00
ELECTRIC POWER TOOLS*		
1/2in Drill, Electric	DAY	\$47.00
Circular Saw, Electric	DAY	\$66.00
Mercury Vacuum	DAY	\$223.00
Reciprocating Saw (Sawzall), Electric	DAY	\$86.00

**2025 All
Tiers
Price**

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

Wet Vacuum (Shop Vac)	DAY	\$47.00	\$49.25
SITE SUPPORT			
100 HP boiler unit	HR	\$109.00	\$114.23
15 Gal HEPA Vacuum	DAY	\$186.00	\$194.92
150,000 BTU Portable Heater	DAY	\$294.00	\$308.11
2 CU YD self dumping hopper	DAY	\$4.43	\$4.64
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00	\$84.88
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00	\$29.34
300 - 500 Gal Poly Storage Tank	DAY	\$46.00	\$48.20
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00	\$103.75
Air Compressor 175-185 CFM	DAY	\$284.00	\$297.63
Air Compressor 8-10 CFM	DAY	\$132.00	\$138.33
ATV, 4X4 or 4X6	DAY	\$396.00	\$415.00
Carbon Filter System	DAY	\$269.00	\$281.91
Description		Price (USD)	
Decontamination Trailer	DAY	\$188.00	\$197.02
Dewatering Box	DAY	\$177.00	\$185.49
Drum Vacuum, Pneumatic	DAY	\$198.00	\$207.50
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$80.00	\$83.84
Eyewash Station	DAY	\$58.00	\$60.78
Frac Tank 20,000 Gal	DAY	\$167.00	\$175.01

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

Frac Tank, Double Walled	DAY	\$200.00	\$209.60
Generator - 12K Watt	DAY	\$271.00	\$284.00
Generator - 4,000 Watt	DAY	\$151.00	\$158.24
Generator - 5,000 Watt	DAY	\$171.00	\$179.20
Generator - 8,000 Watt	DAY	\$198.00	\$207.50
Halogen Spotlight	DAY	\$114.00	\$119.47
Incident Command Unit	DAY	\$1696.00	\$1,777.40
Intermodal Container	DAY	\$33.00	\$34.58
Intrinsically Safe Drop Light	DAY	\$114.00	\$119.47
Light Stand	DAY	\$114.00	\$119.47
Light Tower w/Generator	DAY	\$566.00	\$593.16
Manlift	DAY	\$271.00	\$284.00
Office Trailer	DAY	\$124.00	\$129.95
On-site Van Trailer (Tractor not included)	DAY	\$218.00	\$228.46
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$189.00	\$198.07
Personnel Staging Tent, 20' x 30'	DAY	\$155.00	\$162.44
Pump - Trash, 2 in	DAY	\$118.00	\$123.66
Pump - Trash, 3 in	DAY	\$136.00	\$142.52
Rolloff Container with Metal lid	DAY	\$24.00	\$25.15
Rolloff Container with Tarp & Bows	DAY	\$21.00	\$22.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00	\$32.48

**2025 All
Tiers
Price**

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

Secondary Containment Unit	DAY	\$42.00	\$44.01
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$74.00	\$77.55
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$493.00	\$516.66
Traffic Cone/Barricade Unit	DAY	\$1.63	\$1.70
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$396.00	\$415.00
Vacuum Box, Watertight	DAY	\$112.00	\$117.37
Weather Mitigation (Heat/Cold Relief)	EA	\$150.00	\$157.20

Description UOM Price (USD)

SPECIALTY EQUIPMENT

Auger, Manual	DAY	\$71.00	\$74.40
Compactor	DAY	\$71.00	\$74.40
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$394.00	\$412.91
Cutting Torch/Acetylene Torch	DAY	\$131.00	\$137.28
DBI/Roggliss Tripod	DAY	\$71.00	\$74.40
Drum Crusher, Portable	DAY	\$493.00	\$516.66
Drum Tilter, Mechanical	DAY	\$186.00	\$194.92
Electric Auger	DAY	\$80.00	\$83.84
Electric Blower	DAY	\$95.00	\$99.56
Explosion Proof Pneumatic Fan Blower	DAY	\$95.00	\$99.56
Fiber Optic Camera	HR	\$63.00	\$66.02
Fiber Optic Camera Truck	HR	\$161.00	\$168.72

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

				2025 All Tiers Price
Forklift, 2,000Lb Capacity	DAY		\$453.00	\$474.74
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY		\$488.00	\$511.42
Plasma Cutting Torch	DAY		\$257.00	\$269.33
Remote Drum Opener, Pneumatic	DAY		\$1290.00	\$1,351.92
Sand Blaster and Hose	HR		\$32.00	\$33.53
Transit Set	DAY		\$136.00	\$142.52
Walk Behind Concrete Saw	DAY		\$247.00	\$258.85
RESPIRATORY PROTECTION*				
2 Man Breathing System	DAY		\$312.00	\$326.97
4 Man Breathing System	DAY		\$396.00	\$415.00
Acid Cartridges	PAIR		\$32.00	\$33.53
Asbestos Cartridges	PAIR		\$33.00	\$34.58
Breathing Air Hose, 100ft	DAY		\$114.00	\$119.47
Chlorine Cartridges	PAIR		\$35.00	\$36.68
Mercury Cartridges	PAIR		\$59.00	\$61.83
MSA Chemical Cartridge	EA		\$36.00	\$37.72
Negative Air Machine (Blower w/ HEPA filter)	DAY		\$284.00	\$297.63
Organic Vapor Cartridges (No Dust)	PAIR		\$41.00	\$42.96
Organic Vapor/Dust Combination Cartridges	PAIR		\$74.00	\$77.55
Respirator, Full Face	DAY		\$40.00	\$41.92
Description			UOM Price (USD)	

**2025 All
Tiers
Price**

Self Contained Breathing Apparatus (SCBA)	DAY	\$284.00	\$297.63
PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)*			
Level A w/ResponderPlus Suit/Changeout	EA	\$1028.00	\$1,077.34
Level B w/CPF2 or Polytyvek/Changeout	EA	\$217.00	\$227.41
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$271.00	\$284.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$325.00	\$340.60
Level C w/CPF1,2 or Polytyvek/Changeout	EA	\$66.00	\$69.16
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$81.00	\$84.88
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$131.00	\$137.28
Modified Level D (Tyvek and Boots)	EA	\$33.00	\$34.58
CHEMICAL PROTECTIVE GARMENTS*			
Chemrel Suit, Level C	EA	\$91.00	\$95.36
Kappler CPF1 Suit (Blue)	EA	\$37.00	\$38.77
Kappler CPF2 Suit (Grey)	EA	\$61.00	\$63.92
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00	\$106.89
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00	\$144.62
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00	\$182.35
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00	\$149.86
Nomex Suit and Hood	EA	\$197.00	\$206.45
Polycoated Rain Gear, 22mil	EA	\$34.00	\$35.63

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

Tyvek, Polycoat HD/BT	EA	\$24.50	\$25.67
Tyvek, Saranex	EA	\$62.00	\$64.97
Tyvek, White	EA	\$24.50	\$25.67
HAND/FOOT PROTECTION*			
14in Neoprene Gloves	PAIR	\$14.10	\$14.77
Cotton Winter Glove Liners	PAIR	\$6.50	\$6.81
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60	\$14.25
Glove, Nitrile, Inner Liner	PAIR	\$3.68	\$3.85
Gloves - 12 in PVC	PAIR	\$12.50	\$13.10
Gloves - 18 in PVC	PAIR	\$13.10	\$13.72
Gloves - Bulking and Solvents	PAIR	\$38.00	\$39.82
Gloves - Dexterity	PAIR	\$23.00	\$24.10
Gloves - Impact and Cut Resistant	PAIR	\$32.00	\$33.53
Description	UOM	Price (USD)	
Puncture Resistant Gloves	PAIR	\$109.00	\$114.23
Silver Shield Gloves	PAIR	\$37.00	\$38.77
DOT SHIPPING CONTAINERS*			
1 Cubic Yard Supersac 13H2/Y/06	EA	\$118.00	\$123.66
10 Gal / 40 Litre Fiber Drum	EA	\$44.00	\$46.11
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$563.00	\$590.02

**2025 All
Tiers
Price**

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

16 Gal / 70 L Closed Poly Drum	EA	\$89.00	\$93.27
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$88.00	\$92.22
16 Gal Fiber Drum	EA	\$37.00	\$38.77
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.00	\$11.52
20 Gal / 80 Litre Fiber Drum	EA	\$37.00	\$38.77
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00	\$114.23
275G / 1100 L Poly TOTE, DOT Rated	EA	\$625.00	\$655.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$365.00	\$382.52
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$95.00	\$99.56
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$130.00	\$136.24
30 Gal / 120 Litre Closed Steel Drum, Recond 1A1/Y1.4/100	EA	\$130.00	\$136.24
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00	\$58.68
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$108.00	\$113.18
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$147.00	\$154.05
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$115.00	\$120.52
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.00	\$27.24
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00	\$33.53
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$26.00	\$27.24
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$24.00	\$25.15
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$51.00	\$53.44
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00	\$28.29

2025 All Tiers Price

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$84.00	\$88.03
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$113.00	\$118.42
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00	\$286.10
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$105.00	\$110.04
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$67.00	\$70.21
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$114.00	\$119.47
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$96.00	\$100.60

Description	UOM	Price (USD)	Price (USD)
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$100.00	\$104.80
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$121.00	\$126.80
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$140.00	\$146.72
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$370.00	\$387.76
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$371.00	\$388.80
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00	\$217.98
8ft Fluorescent Tube Box 4G/Y275	EA	\$45.00	\$47.16
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$436.00	\$456.92
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00	\$303.92
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$88.00	\$92.22
Drum Liners	EA	\$5.30	\$5.55
Dump Trailer Poly Liner	EA	\$104.00	\$108.99
Filter/Liner for Filter Box	EA	\$386.00	\$404.52
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$107.00	\$112.13

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$118.00	\$123.66
Flexbin/Cubic Yard Box Liner	EA	\$32.00	\$33.53
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$105.00	\$110.04
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$107.00	\$112.13
Hazardous Waste Labels / Markings	EA	\$1.80	\$1.88
Labels - DOT Diamonds	EA	\$1.80	\$1.88
Pathological Waste Bag	EA	\$6.60	\$6.91
Poly Bags, 6mil, per Roll	EA	\$184.00	\$192.83
Poly Sheet, 6mil 20ft x 100ft	EA	\$189.25	\$198.33
Rolloff Poly Liner	EA	\$55.00	\$57.64
Vacbox Liner/Bladder	EA	\$833.00	\$872.98
Waste Wrangler	EA	\$112.00	\$117.37
ABSORBENT MATERIALS*			
Absorbent Boom, 3in x 4ft	EA	\$8.70	\$9.11
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$115.00	\$120.52
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$267.00	\$279.81
Absorbent Pad (101 Grade) 100/bale	BALE	\$90.00	\$94.32
Absorbent Roll, 38in x 144ft	EA	\$196.00	\$205.40
Absorbent Rug, 36in x 300ft	EA	\$325.00	\$340.60
Absorbent Sweep, 17in x 100ft	BALE	\$173.00	\$181.30

Description **UOM** **Price (USD)**

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

HGX Absorbent (Mercury absorbent)	LBS	\$22.50	\$23.58
Oil Snare, on a Line, 50ft	EA	\$105.00	\$110.04
Poly Absorbent, 20 lb / 23 kg	BAG	\$114.00	\$119.47
Rags, 50 lb / 23 kg	BOX	\$79.00	\$82.79
Speedi Dry	BAG	\$18.00	\$18.86
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00	\$22.00
SPI Waterbond	LBS	\$17.00	\$17.81
Vermiculite 4 cuft	BAG	\$70.55	\$73.93
DEGREASERS & NEUTRALIZING AGENTS*			
Capsur	GAL	\$184.00	\$192.83
Cirtic Acid Solution, 15%	GAL	\$7.60	\$7.96
Citrus Cleaner Degreaser	GAL	\$50.00	\$52.40
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.70	\$9.11
Penetone Degreaser	GAL	\$36.00	\$37.72
Pink Stuff Degreaser	GAL	\$39.00	\$40.87
Simple Green Degreaser	GAL	\$14.00	\$14.67
Soda Ash, 100 lb / 45 kg	BAG	\$57.00	\$59.73
Sodium bisulfate 50 lb / 23 kg	BAG	\$132.00	\$138.33
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00	\$20.96

ER COVERAGE FEES/SAFETY PLANS/REPORTS

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

2025 All Tiers Price

Additional Site Listings	EA	\$1000.00	\$1,048.00
Communications Package	DAY	\$53.00	\$55.54
ER Incident Report Fee	EA	\$200.00	\$209.60
OPA 90 Single Facility Fee	EA	\$2500.00	\$2,620.00
Safety Plan	EA	\$150.00	\$157.20
WASTE MATERIAL APPROVAL			
Profile Approval Fee (No Sample)	EA	\$125.00	\$131.00
Profile Recertification Fee (No Sample)	EA	\$35.00	\$36.68
Sample & Profile Approval Fee	EA	\$208.00	\$217.98
MISCELLANEOUS*			
Acetylene Bottle	EA	\$49.00	\$51.35
Bottled Water / Stress Relief	CA	\$28.00	\$29.34
Description UOM Price (USD)			
Breathing Air Bottle Refill	EA	\$33.00	\$34.58
Caution Tape/Roll	EA	\$61.00	\$63.92
Digital Camera	DAY	\$94.00	\$98.51
Duct Tape/Roll	EA	\$21.00	\$22.00
First Aid Kit, 25 Person	EA	\$90.00	\$94.32
Misc. Handtools	DAY	\$53.00	\$55.54
Rolloff Bow	EA	\$46.00	\$48.20

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

**2025 All
Tiers
Price**

\$474.74

\$453.00

EA

\$54.49

\$52.00

ROL

Rolloff Tarp

Shrink Wrap

NOTES:

2025 All Tiers Price

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

- 1) All labor, equipment, materials, and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of Thirty-five percent (35%) (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work, will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
- 2) Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$50.00 per day per person may apply to cover meals and incidentals.
- 3) At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
- 4) Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
- 5) Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24-hour day.
- 6) All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
- 7) Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
- 8) All projects are subject to a minimum four (4) hour response charge or \$3500.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
- 9) Charges for Safety Plans are assessed on all projects. In some instances, a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
- 10) A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- 11) The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) of 2017 has increased the cost of providing services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for California generators.
- 12) Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
- 13) Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
- 14) Unless specifically notated in the equipment description, all equipment rates are unoperated.
- 15) All waste disposal from project and or response activities will be charged additionally to the rates lists herein plus local, state, and federal fees/taxes of the generating location/receiving facilities as applicable. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests, and bills of lading, but does not include the Profile Approval Fee of \$125 and Profile Recertification Fee of \$35 which will be charged upon profile approval or recertification per profile.
- 16) A \$27 fee per manifest will be charged to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018. This fee is evaluated annually and could increase based on cost from EPA and administration of process.
- 17) In the event of adverse temperatures and working conditions, a daily charge will apply for "Adverse weather/conditions relief" of \$450.00. The daily charge covers consumables for both hot/cold conditions such as ice, water, Gatorade/electrolyte, drinks, and coolers/thermoses.

2025 All Tiers Price

EMERGENCY RESPONSE RATE SHEET

Contract: OMNIA 2023.003937

Rate Category Type: Emergency Response Rates Currency Code: USD

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as

per day. The daily charge covers consumables for both indoor conditions such as ice, water, and water treatment.

18) Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.

19) Incident Reports can be created for any emergency response projects and will be charged at a rate of \$200 each. Larger and more complex reports will be quoted case-by-case.

20) Standby charges will be negotiated on a case-by-case basis.

21) Clean Harbors guarantees to hold prices firm for 30 days.

* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

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**Clean Harbors Cost Proposal to Omnia Partners- Contract Number 2023.003937
Safety-Kleen Oil & Fluid Products and Partswasher Services Pricing**

UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103314	OW-20 Full Synthetic SP/GF-6	OW-20 Full Synthetic SP/GF-6-12 quart case	CT	Certificate of En	\$53.60	7.00%	\$ 49.85	\$ 51.39
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103329	OW-20 Full Synthetic SP/GF-6	OW-20 Full Synthetic SP/GF-6-4X5 quart case	CT	Certificate of En	\$85.30	7.00%	\$ 79.33	\$ 81.78
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103330	OW-20 Full Synthetic SP/GF-6	OW-20 Full Synthetic SP/GF-6-55 gallon drum	DR	Certificate of En	\$835.97	7.00%	\$ 777.45	\$ 801.49
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103331	OW-20 Full Synthetic SP/GF-6	OW-20 Full Synthetic SP/GF-6-330 gallon tote	TE	Certificate of En	\$4,864.88	7.00%	\$ 4,524.34	\$ 4,664.27
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103327	10W-30 Syn-Blend High Mileage/GF-6	10W-30 Syn-Blend High Mileage/GF-6-12 quart case	CT	Certificate of En	\$44.92	7.00%	\$ 41.77	\$ 43.06
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103328	10W-30 Syn-Blend High Mileage/GF-6	10W-30 Syn-Blend High Mileage/GF-6-55 gallon drum	DR	Certificate of En	\$674.19	7.00%	\$ 627.00	\$ 646.39
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103308	10W-30 Syn-Blend/GF-6	10W-30 Syn-Blend/GF-6-12 quart case	CT	Certificate of En	\$43.56	7.00%	\$ 40.51	\$ 41.76
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103310	10W-30 Syn-Blend/GF-6	10W-30 Syn-Blend/GF-6-4X5 quart case	CT	Certificate of En	\$64.91	7.00%	\$ 60.37	\$ 62.24
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103312	10W-30 Syn-Blend/GF-6	10W-30 Syn-Blend/GF-6-55 gallon drum	DR	Certificate of En	\$641.85	7.00%	\$ 596.92	\$ 615.38
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103313	10W-30 Syn-Blend/GF-6	10W-30 Syn-Blend/GF-6-330 gallon tote	TE	Certificate of En	\$3,713.63	7.00%	\$ 3,453.67	\$ 3,560.48
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103315	5W-20 Full Synthetic SP/GF-6	5W-20 Full Synthetic SP/GF-6-12 quart case	CT	Certificate of En	\$55.89	7.00%	\$ 51.98	\$ 53.59
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103317	5W-20 Full Synthetic SP/GF-6	5W-20 Full Synthetic SP/GF-6-4X5 quart case	CT	Certificate of En	\$83.85	7.00%	\$ 77.98	\$ 80.39
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103319	5W-20 Full Synthetic SP/GF-6	5W-20 Full Synthetic SP/GF-6-55 gallon drum	DR	Certificate of En	\$840.69	7.00%	\$ 781.84	\$ 806.02
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103320	5W-20 Full Synthetic SP/GF-6	5W-20 Full Synthetic SP/GF-6-330 gallon tote	TE	Certificate of En	\$4,877.34	7.00%	\$ 4,535.92	\$ 4,676.21
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103296	5W-20 Syn-Blend SP/GF-6	5W-20 Syn-Blend SP/GF-6-12 quart case	CT	Certificate of En	\$43.54	7.00%	\$ 40.50	\$ 41.75
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103298	5W-20 Syn-Blend SP/GF-6	5W-20 Syn-Blend SP/GF-6-4X5 quart case	CT	Certificate of En	\$67.83	7.00%	\$ 63.08	\$ 65.03
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103300	5W-20 Syn-Blend SP/GF-6	5W-20 Syn-Blend SP/GF-6-55 gallon drum	DR	Certificate of En	\$638.40	7.00%	\$ 593.72	\$ 612.08
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103325	5W-30 Syn-Blend High Mileage/GF-6	5W-30 Syn-Blend High Mileage/GF-6-12 quart case	CT	Certificate of En	\$46.18	7.00%	\$ 42.94	\$ 44.27
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103326	5W-30 Syn-Blend High Mileage/GF-6	5W-30 Syn-Blend High Mileage/GF-6-55 gallon drum	DR	Certificate of En	\$667.37	7.00%	\$ 620.66	\$ 639.86
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103321	5W-30 Full Synthetic SP/GF-6	5W-30 Full Synthetic SP/GF-6-12 quart case	CT	Certificate of En	\$55.89	7.00%	\$ 51.98	\$ 53.59
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103322	5W-30 Full Synthetic SP/GF-6	5W-30 Full Synthetic SP/GF-6-4X5 quart case	CT	Certificate of En	\$83.85	7.00%	\$ 77.98	\$ 80.39
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103323	5W-30 Full Synthetic SP/GF-6	5W-30 Full Synthetic SP/GF-6-55 gallon drum	DR	Certificate of En	\$840.69	7.00%	\$ 781.84	\$ 806.02
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103324	5W-30 Full Synthetic SP/GF-6	5W-30 Full Synthetic SP/GF-6-330 gallon tote	TE	Certificate of En	\$4,877.34	7.00%	\$ 4,535.92	\$ 4,676.21
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103302	5W-30 Syn-Blend/GF-6	5W-30 Syn-Blend/GF-6-12 quart case	CT	Certificate of En	\$43.54	7.00%	\$ 40.50	\$ 41.75
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103304	5W-30 Syn-Blend/GF-6	5W-30 Syn-Blend/GF-6-4X5 quart case	CT	Certificate of En	\$67.83	7.00%	\$ 63.09	\$ 65.04

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103306	5W-30 Syn-Blend/GF-6	5W-30 Syn-Blend/GF-6-55 gallon drum	DR	Certificate of En	\$638.40	7.00%	\$ 593.72	\$ 612.08
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103307	5W-30 Syn-Blend/GF-6	5W-30 Syn-Blend/GF-6-330 gallon tote	TE	Certificate of En	\$3,679.31	7.00%	\$ 3,421.76	\$ 3,527.59
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103398	Synthetic	0W-20 dexos1 Gen 3 Full Synthetic-12 quart case	CT	Certificate of En	\$56.62	7.00%	\$ 52.66	\$ 54.29
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103400	Synthetic	0W-20 dexos1 Gen 3 Full Synthetic-4X5 quart case	CT	Certificate of En	\$88.16	7.00%	\$ 81.99	\$ 84.53
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103401	Synthetic	0W-20 dexos1 Gen 3 Full Synthetic-55 gallon drum	DR	Certificate of En	\$873.57	7.00%	\$ 812.42	\$ 837.55
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103399	Synthetic	0W-20 dexos1 Gen 3 Full Synthetic-330 gallon tote	TE	Certificate of En	\$5,107.84	7.00%	\$ 4,750.30	\$ 4,897.22
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103407	Synthetic	5W-20 dexos1 Gen 3 Full Synthetic-12 quart case	CT	Certificate of En	\$56.59	7.00%	\$ 52.63	\$ 54.26
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103408	Synthetic	5W-20 dexos1 Gen 3 Full Synthetic-4X5 quart case	CT	Certificate of En	\$85.51	7.00%	\$ 79.52	\$ 81.98
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103402	Synthetic	5W-20 dexos1 Gen 3 Full Synthetic-55 gallon drum	DR	Certificate of En	\$865.20	7.00%	\$ 804.64	\$ 829.53
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103403	Synthetic	5W-30 dexos1 Gen 3 Full Synthetic-12 quart case	CT	Certificate of En	\$56.59	7.00%	\$ 52.63	\$ 54.26
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103405	Synthetic	5W-30 dexos1 Gen 3 Full Synthetic-4X5 quart case	CT	Certificate of En	\$85.51	7.00%	\$ 79.52	\$ 81.98
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103406	Synthetic	5W-30 dexos1 Gen 3 Full Synthetic-55 gallon drum	DR	Certificate of En	\$865.20	7.00%	\$ 804.64	\$ 829.53
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103404	Synthetic	5W-30 dexos1 Gen 3 Full Synthetic-330 gallon tote	TE	Certificate of En	\$5,045.91	7.00%	\$ 4,692.69	\$ 4,837.82
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103414	15W-40 Natural Gas NGP-3	15W-40 Natural Gas -55 gallon drum	DR	Certificate of En	\$845.18	7.00%	\$ 786.02	\$ 810.33
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3103413	15W-40 Natural Gas NGP-3	15W-40 Natural Gas-330 gallon tote	TE	Certificate of En	\$5,131.63	7.00%	\$ 4,772.42	\$ 4,920.02
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102239	10W-30 CK-4/SN HDDEO	10W-30 CK-4/SN HDDEO-4X1 gallon case	CT	Certificate of En	\$63.64	7.00%	\$ 59.19	\$ 61.02
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102253	10W-30 CK-4/SN HDDEO	10W-30 CK-4/SN HDDEO-55 gallon drum	DR	Certificate of En	\$755.16	7.00%	\$ 702.29	\$ 724.01
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102252	10W-30 CK-4/SN HDDEO	10W-30 CK-4/SN HDDEO-5 gallon pail	PA	Certificate of En	\$71.41	7.00%	\$ 66.41	\$ 68.46
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102254	10W-30 CK-4/SN HDDEO	10W-30 CK-4/SN HDDEO-330 gallon tote	TE	Certificate of En	\$4,377.24	7.00%	\$ 4,070.83	\$ 4,196.73
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102238	15W-40 CK-4/SN HDDEO	15W-40 CK-4/SN HDDEO-4X1 gallon case	CT	Certificate of En	\$63.56	7.00%	\$ 59.11	\$ 60.94
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102256	15W-40 CK-4/SN HDDEO	15W-40 CK-4/SN HDDEO-55 gallon drum	DR	Certificate of En	\$755.16	7.00%	\$ 702.29	\$ 724.01

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PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102255	15W-40 CK-4/SN HDDEO	15W-40 CK-4/SN HDDEO-5 gallon pail	PA	Certificate of En	\$71.41	7.00%	\$ 66.41	\$ 68.46
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102257	15W-40 CK-4/SN HDDEO	15W-40 CK-4/SN HDDEO-330 gallon tote	TE	Certificate of En	\$4,377.24	7.00%	\$ 4,070.83	\$ 4,196.73
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101087	Dex/Merc ATF	Dex/Merc ATF-12 quart case	CT	Certificate of En	\$44.18	7.00%	\$ 41.09	\$ 42.36
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101091	Dex/Merc ATF	Dex/Merc ATF-55 gallon drum	DR	Certificate of En	\$669.23	7.00%	\$ 622.38	\$ 641.63
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101092	Dex/Merc ATF	Dex/Merc ATF-5 gallon pail	PA	Certificate of En	\$65.95	7.00%	\$ 61.34	\$ 63.24
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101482	Dex/Merc ATF	Dex/Merc ATF-330 gallon tote	TE	Certificate of En	\$3,917.41	7.00%	\$ 3,643.19	\$ 3,755.87
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101872	Multi-Vehicle ATF	Multi-Vehicle ATF-12 quart case	CT	Certificate of En	\$63.29	7.00%	\$ 58.86	\$ 60.68
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102240	Multi-Vehicle ATF	Multi-Vehicle ATF-4X1 gallon case	CT	Certificate of En	\$84.32	7.00%	\$ 78.42	\$ 80.85
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101873	Multi-Vehicle ATF	Multi-Vehicle ATF-4X5 quart case	CT	Certificate of En	\$96.96	7.00%	\$ 90.18	\$ 92.97
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101874	Multi-Vehicle ATF	Multi-Vehicle ATF-55 gallon drum	DR	Certificate of En	\$1,018.21	7.00%	\$ 946.93	\$ 976.22
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102112	Multi-Vehicle ATF	Multi-Vehicle ATF-330 gallon tote	TE	Certificate of En	\$5,984.39	7.00%	\$ 5,565.48	\$ 5,737.61
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101483	Universal Tractor Fluid	Universal Tractor Fluid-55 gallon drum	DR	Certificate of En	\$679.12	7.00%	\$ 631.58	\$ 651.11
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102162	Universal Tractor Fluid	Universal Tractor Fluid-5 gallon pail	PA	Certificate of En	\$63.63	7.00%	\$ 59.18	\$ 61.01
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102089	Universal Tractor Fluid	Universal Tractor Fluid-330 gallon tote	TE	Certificate of En	\$3,920.25	7.00%	\$ 3,645.83	\$ 3,758.59
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102270	80W-90 Gear Oil	80W-90 Gear Oil-55 gallon drum	DR	Certificate of En	\$999.04	7.00%	\$ 929.11	\$ 957.85
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101865	80W-90 Gear Oil	80W-90 Gear Oil-5 gallon pail	PA	Certificate of En	\$91.74	7.00%	\$ 85.32	\$ 87.96
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102271	80W-90 Gear Oil	80W-90 Gear Oil-330 gallon tote	TE	Certificate of En	\$5,673.22	7.00%	\$ 5,276.10	\$ 5,439.28
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101776	85W-140 Gear Oil	85W-140 Gear Oil-55 gallon drum	DR	Certificate of En	\$1,075.73	7.00%	\$ 1,000.43	\$ 1,031.37
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101866	85W-140 Gear Oil	85W-140 Gear Oil-5 gallon pail	PA	Certificate of En	\$96.35	7.00%	\$ 89.61	\$ 92.38
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102272	85W-140 Gear Oil	85W-140 Gear Oil-330 gallon tote	TE	Certificate of En	\$6,180.98	7.00%	\$ 5,748.32	\$ 5,926.10
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101479	Anti-Wear 32 Hydraulic Oil	Anti-Wear 32 Hydraulic Oil-55 gallon drum	DR	Certificate of En	\$578.21	7.00%	\$ 537.74	\$ 554.37
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102145	Anti-Wear 32 Hydraulic Oil	Anti-Wear 32 Hydraulic Oil-5 gallon pail	PA	Certificate of En	\$54.86	7.00%	\$ 51.02	\$ 52.60
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102107	Anti-Wear 32 Hydraulic Oil	Anti-Wear 32 Hydraulic Oil-330 gallon tote	TE	Certificate of En	\$3,321.45	7.00%	\$ 3,088.95	\$ 3,184.48
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101480	Anti-Wear 46 Hydraulic Oil	Anti-Wear 46 Hydraulic Oil-55 gallon drum	DR	Certificate of En	\$584.45	7.00%	\$ 543.54	\$ 560.35
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3100804	Anti-Wear 46 Hydraulic Oil	Anti-Wear 46 Hydraulic Oil-5 gallon pail	PA	Certificate of En	\$55.66	7.00%	\$ 51.76	\$ 53.36
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102076	Anti-Wear 46 Hydraulic Oil	Anti-Wear 46 Hydraulic Oil-330 gallon tote	TE	Certificate of En	\$3,358.81	7.00%	\$ 3,123.70	\$ 3,220.31
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101481	Anti-Wear 68 Hydraulic Oil	Anti-Wear 68 Hydraulic Oil-55 gallon drum	DR	Certificate of En	\$626.32	7.00%	\$ 582.48	\$ 600.49
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3101986	Anti-Wear 68 Hydraulic Oil	Anti-Wear 68 Hydraulic Oil-5 gallon pail	PA	Certificate of En	\$59.08	7.00%	\$ 54.95	\$ 56.65
PMW5K977	Safety-Kleen S)	324191	Safety-Kleen S)	3102102	Anti-Wear 68 Hydraulic Oil	Anti-Wear 68 Hydraulic Oil-330 gallon tote	TE	Certificate of En	\$3,583.72	7.00%	\$ 3,332.86	\$ 3,435.94

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PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	13130-1-4	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 1-4	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 1-4 WKS	EA	Certificate of En	\$214.78	7.00%	\$ 199.75	\$ 205.93
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	13130-6-8	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 6-8	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 6-8 WKS	EA	Certificate of En	\$214.78	7.00%	\$ 199.75	\$ 205.93
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	13130-9-12	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 9-12	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 9-12 WKS	EA	Certificate of En	\$214.78	7.00%	\$ 199.75	\$ 205.93
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	13130-16	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 16	PAINT GUN CLEANER AND SERVICE COMS W/5G HD RECYCLE Term 16 WKS	EA	Certificate of En	\$214.78	7.00%	\$ 199.75	\$ 205.93
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	70720-1-4	SEC 1077 W/HD RECYCLED Term 1-4	SEC 1077 W/HD RECYCLED Term 1-4 WKS	EA	Certificate of En	\$255.70	7.00%	\$ 237.80	\$ 245.15
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	70720-6-8	SEC 1077 W/HD RECYCLED Term 6-8	SEC 1077 W/HD RECYCLED Term 6-8 WKS	EA	Certificate of En	\$277.28	7.00%	\$ 257.87	\$ 265.85
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	70720-9-12	SEC 1077 W/HD RECYCLED Term 9-12	SEC 1077 W/HD RECYCLED Term 9-12 WKS	EA	Certificate of En	\$301.40	7.00%	\$ 280.31	\$ 288.98
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	70720-16	SEC 1077 W/HD RECYCLED Term 16	SEC 1077 W/HD RECYCLED Term 16 WKS	EA	Certificate of En	\$323.04	7.00%	\$ 300.43	\$ 309.72
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	87020-1-4	SEC 1055 W/HD RECYCLED Term 1-4	SEC 1055 W/HD RECYCLED Term 1-4 WKS	EA	Certificate of En	\$284.59	7.00%	\$ 264.67	\$ 272.86
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	87020-6-8	SEC 1055 W/HD RECYCLED Term 6-8	SEC 1055 W/HD RECYCLED Term 6-8 WKS	EA	Certificate of En	\$308.71	7.00%	\$ 287.10	\$ 295.98
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	87020-9-12	SEC 1055 W/HD RECYCLED Term 9-12	SEC 1055 W/HD RECYCLED Term 9-12 WKS	EA	Certificate of En	\$335.22	7.00%	\$ 311.75	\$ 321.39
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	87020-16	SEC 1055 W/HD RECYCLED Term 16	SEC 1055 W/HD RECYCLED Term 16 WKS	EA	Certificate of En	\$358.09	7.00%	\$ 333.02	\$ 343.32
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	14150-1-4	5G PARTS WASHER - SOLVENT AND SERVICE Term 1-4	5G PARTS WASHER - SOLVENT AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$175.94	7.00%	\$ 163.62	\$ 168.68
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	14150-6-8	5G PARTS WASHER - SOLVENT AND SERVICE Term 6-8	5G PARTS WASHER - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$190.06	7.00%	\$ 176.76	\$ 182.23

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PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	14150-9-12	5G PARTS WASHER - SOLVENT AND SERVICE Term 9-12	5G PARTS WASHER - SOLVENT AND SERVICE Term 9-12	EA	Certificate of En	\$206.48	7.00%	\$ 192.02	\$ 197.96
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	14150-16	5G PARTS WASHER - SOLVENT AND SERVICE Term 16	5G PARTS WASHER - SOLVENT AND SERVICE Term 16	EA	Certificate of En	\$221.14	7.00%	\$ 205.66	\$ 212.02
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	16150-1-4	16G PARTS WASHER - SOLVENT AND SERVICE Term 1-4	16G PARTS WASHER - SOLVENT AND SERVICE Term 1-4	EA	Certificate of En	\$186.43	7.00%	\$ 173.38	\$ 178.74
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	16150-6-8	16G PARTS WASHER - SOLVENT AND SERVICE Term 6-8	16G PARTS WASHER - SOLVENT AND SERVICE Term 6-8	EA	Certificate of En	\$202.34	7.00%	\$ 188.18	\$ 194.00
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	16150-9-12	16G PARTS WASHER - SOLVENT AND SERVICE Term 9-12	16G PARTS WASHER - SOLVENT AND SERVICE Term 9-12	EA	Certificate of En	\$219.75	7.00%	\$ 204.37	\$ 210.69
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	16150-16	16G PARTS WASHER - SOLVENT AND SERVICE Term 16	16G PARTS WASHER - SOLVENT AND SERVICE Term 16	EA	Certificate of En	\$235.21	7.00%	\$ 218.75	\$ 225.52
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	30150-1-4	30G PARTS WASHER - SOLVENT AND SERVICE Term 1-4	30G PARTS WASHER - SOLVENT AND SERVICE Term 1-4	EA	Certificate of En	\$215.72	7.00%	\$ 200.62	\$ 206.82
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	30150-6-8	30G PARTS WASHER - SOLVENT AND SERVICE Term 6-8	30G PARTS WASHER - SOLVENT AND SERVICE Term 6-8	EA	Certificate of En	\$233.08	7.00%	\$ 216.76	\$ 223.46
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	30150-9-12	30G PARTS WASHER - SOLVENT AND SERVICE Term 9-12	30G PARTS WASHER - SOLVENT AND SERVICE Term 9-12	EA	Certificate of En	\$253.57	7.00%	\$ 235.82	\$ 243.11
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	30150-16	30G PARTS WASHER - SOLVENT AND SERVICE Term 16	30G PARTS WASHER - SOLVENT AND SERVICE Term 16	EA	Certificate of En	\$270.92	7.00%	\$ 251.96	\$ 259.75
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	34150-1-4	VAT PARTS WASHER - SOLVENT AND SERVICE Term 1-4	VAT PARTS WASHER - SOLVENT AND SERVICE Term 1-4	EA	Certificate of En	\$333.57	7.00%	\$ 310.22	\$ 319.81
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	34150-6-8	VAT PARTS WASHER - SOLVENT AND SERVICE Term 6-8	VAT PARTS WASHER - SOLVENT AND SERVICE Term 6-8	EA	Certificate of En	\$360.83	7.00%	\$ 335.57	\$ 345.95
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	34150-9-12	VAT PARTS WASHER - SOLVENT AND SERVICE Term 9-12	VAT PARTS WASHER - SOLVENT AND SERVICE Term 9-12	EA	Certificate of En	\$391.85	7.00%	\$ 364.42	\$ 375.69
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	34150-16	VAT PARTS WASHER - SOLVENT AND SERVICE Term 16	VAT PARTS WASHER - SOLVENT AND SERVICE Term 16	EA	Certificate of En	\$419.36	7.00%	\$ 390.01	\$ 402.07
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	44150-1-4	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 1-4	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 1-4	EA	Certificate of En	\$417.18	7.00%	\$ 387.97	\$ 399.97

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PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	44150-6-8	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 6-8	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$450.94	7.00%	\$ 419.37	\$ 432.34
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	44150-9-12	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 9-12	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$490.27	7.00%	\$ 455.95	\$ 470.05
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	44150-16	SOLVENT AND SERVICE Term 16	VAT PARTS WASHER (LG) - SOLVENT AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$525.09	7.00%	\$ 488.33	\$ 503.43
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	51150-1-4	10G PARTS WASHER SERVICE - SOLVENT Term 1-4	10G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$150.28	7.00%	\$ 139.76	\$ 144.08
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	51150-6-8	10G PARTS WASHER SERVICE - SOLVENT Term 6-8	10G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$150.28	7.00%	\$ 139.76	\$ 144.08
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	51150-9-12	10G PARTS WASHER SERVICE - SOLVENT Term 9-12	10G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$150.28	7.00%	\$ 139.76	\$ 144.08
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	51150-16	10G PARTS WASHER SERVICE - SOLVENT Term 16	10G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$150.28	7.00%	\$ 139.76	\$ 144.08
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	52150-1-4	20G PARTS WASHER SERVICE - SOLVENT Term 1-4	20G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$204.79	7.00%	\$ 190.45	\$ 196.34
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	52150-6-8	20G PARTS WASHER SERVICE - SOLVENT Term 6-8	20G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$204.79	7.00%	\$ 190.45	\$ 196.34
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	52150-9-12	20G PARTS WASHER SERVICE - SOLVENT Term 9-12	20G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$204.79	7.00%	\$ 190.45	\$ 196.34
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	52150-16	20G PARTS WASHER SERVICE - SOLVENT Term 16	20G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$204.79	7.00%	\$ 190.45	\$ 196.34
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	53150-1-4	30G PARTS WASHER SERVICE - SOLVENT Term 1-4	30G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$249.43	7.00%	\$ 231.97	\$ 239.14
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	53150-6-8	30G PARTS WASHER SERVICE - SOLVENT Term 6-8	30G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$249.43	7.00%	\$ 231.97	\$ 239.14
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	53150-9-12	30G PARTS WASHER SERVICE - SOLVENT Term 9-12	30G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$249.43	7.00%	\$ 231.97	\$ 239.14
PMW5K977	Safety-Kleen S\}	811310	Safety-Kleen S\}	53150-16	30G PARTS WASHER SERVICE - SOLVENT Term 16	30G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$249.43	7.00%	\$ 231.97	\$ 239.14

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(s) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	54150-1-4	40G PARTS WASHER SERVICE - SOLVENT Term 1-4	40G PARTS WASHER SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$298.92	7.00%	\$ 278.00	\$ 286.60
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	54150-6-8	40G PARTS WASHER SERVICE - SOLVENT Term 6-8	40G PARTS WASHER SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$298.92	7.00%	\$ 278.00	\$ 286.60
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	54150-9-12	40G PARTS WASHER SERVICE - SOLVENT Term 9-12	40G PARTS WASHER SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$298.92	7.00%	\$ 278.00	\$ 286.60
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	54150-16	40G PARTS WASHER SERVICE - SOLVENT Term 16	40G PARTS WASHER SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$298.92	7.00%	\$ 278.00	\$ 286.60
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	81150-1-4	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 1-4	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$757.76	7.00%	\$ 704.72	\$ 726.52
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	81150-6-8	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 6-8	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$820.47	7.00%	\$ 763.04	\$ 786.64
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	81150-9-12	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 9-12	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$891.68	7.00%	\$ 829.26	\$ 854.91
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	81150-16	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 16	80G AGITATING PARTS WASHER AND SERVICE - SOLVENT Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$954.33	7.00%	\$ 887.53	\$ 914.98
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	250150-1-4	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 1-4	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$293.79	7.00%	\$ 273.22	\$ 281.67
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	250150-6-8	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 6-8	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$317.87	7.00%	\$ 295.61	\$ 304.75
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	250150-9-12	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 9-12	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$345.87	7.00%	\$ 321.65	\$ 331.60
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	250150-16	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 16	LG SELF-RECYCLING PARTS WASHER AND SERVICE Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$369.99	7.00%	\$ 344.09	\$ 354.73
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	14681-1-4	MODEL 14 W/PRF680II Term 1-4	MODEL 14 W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$280.57	7.00%	\$ 260.93	\$ 269.00

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\14681-6-8	MODEL 14 W/PRF680II Term 6-8	Safety-Kleen S\14681-6-8	MODEL 14 W/PRF680II Term 6-8	MODEL 14 W/PRF680II Term 6-8	MODEL 14 W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$303.79	7.00%	\$ 282.53	\$ 291.27
PMW5K977	Safety-Kleen S\14681-9-12	MODEL 14 W/PRF680II Term 9-12	Safety-Kleen S\14681-9-12	MODEL 14 W/PRF680II Term 9-12	MODEL 14 W/PRF680II Term 9-12	MODEL 14 W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$330.20	7.00%	\$ 307.08	\$ 316.58
PMW5K977	Safety-Kleen S\14681-16	MODEL 14 W/PRF680II Term 16	Safety-Kleen S\14681-16	MODEL 14 W/PRF680II Term 16	MODEL 14 W/PRF680II Term 16	MODEL 14 W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$353.31	7.00%	\$ 328.58	\$ 338.74
PMW5K977	Safety-Kleen S\16681-1-4	MODEL 16 W/PRF680II Term 1-4	Safety-Kleen S\16681-1-4	MODEL 16 W/PRF680II Term 1-4	MODEL 16 W/PRF680II Term 1-4	16G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$298.92	7.00%	\$ 278.00	\$ 286.60
PMW5K977	Safety-Kleen S\16681-6-8	MODEL 16 W/PRF680II Term 6-8	Safety-Kleen S\16681-6-8	MODEL 16 W/PRF680II Term 6-8	MODEL 16 W/PRF680II Term 6-8	16G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$323.43	7.00%	\$ 300.79	\$ 310.09
PMW5K977	Safety-Kleen S\16681-9-12	MODEL 16 W/PRF680II Term 9-12	Safety-Kleen S\16681-9-12	MODEL 16 W/PRF680II Term 9-12	MODEL 16 W/PRF680II Term 9-12	16G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$351.63	7.00%	\$ 327.02	\$ 337.13
PMW5K977	Safety-Kleen S\16681-16	MODEL 16 W/PRF680II Term 16	Safety-Kleen S\16681-16	MODEL 16 W/PRF680II Term 16	MODEL 16 W/PRF680II Term 16	16G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$376.25	7.00%	\$ 349.91	\$ 360.73
PMW5K977	Safety-Kleen S\30681-1-4	MODEL 30 W/PRF680II Term 1-4	Safety-Kleen S\30681-1-4	MODEL 30 W/PRF680II Term 1-4	MODEL 30 W/PRF680II Term 1-4	30G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$344.42	7.00%	\$ 320.31	\$ 330.22
PMW5K977	Safety-Kleen S\30681-6-8	MODEL 30 W/PRF680II Term 6-8	Safety-Kleen S\30681-6-8	MODEL 30 W/PRF680II Term 6-8	MODEL 30 W/PRF680II Term 6-8	30G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$373.36	7.00%	\$ 347.23	\$ 357.97
PMW5K977	Safety-Kleen S\30681-9-12	MODEL 30 W/PRF680II Term 9-12	Safety-Kleen S\30681-9-12	MODEL 30 W/PRF680II Term 9-12	MODEL 30 W/PRF680II Term 9-12	30G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$405.29	7.00%	\$ 376.92	\$ 388.58
PMW5K977	Safety-Kleen S\30681-16	MODEL 30 W/PRF680II Term 16	Safety-Kleen S\30681-16	MODEL 30 W/PRF680II Term 16	MODEL 30 W/PRF680II Term 16	30G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$433.66	7.00%	\$ 403.30	\$ 415.77
PMW5K977	Safety-Kleen S\34681-1-4	MODEL 34 W/PRF680II Term 1-4	Safety-Kleen S\34681-1-4	MODEL 34 W/PRF680II Term 1-4	MODEL 34 W/PRF680II Term 1-4	34G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$533.13	7.00%	\$ 495.82	\$ 511.15
PMW5K977	Safety-Kleen S\34681-6-8	MODEL 34 W/PRF680II Term 6-8	Safety-Kleen S\34681-6-8	MODEL 34 W/PRF680II Term 6-8	MODEL 34 W/PRF680II Term 6-8	34G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$576.94	7.00%	\$ 536.56	\$ 553.15
PMW5K977	Safety-Kleen S\34681-9-12	MODEL 34 W/PRF680II Term 9-12	Safety-Kleen S\34681-9-12	MODEL 34 W/PRF680II Term 9-12	MODEL 34 W/PRF680II Term 9-12	34G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$627.12	7.00%	\$ 583.22	\$ 601.26
PMW5K977	Safety-Kleen S\34681-16	MODEL 34 W/PRF680II Term 16	Safety-Kleen S\34681-16	MODEL 34 W/PRF680II Term 16	MODEL 34 W/PRF680II Term 16	34G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$670.93	7.00%	\$ 623.96	\$ 643.26
PMW5K977	Safety-Kleen S\44681-1-4	MODEL 44 W/PRF680II Term 1-4	Safety-Kleen S\44681-1-4	MODEL 44 W/PRF680II Term 1-4	MODEL 44 W/PRF680II Term 1-4	44G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$666.91	7.00%	\$ 620.22	\$ 639.40

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	44681-6-8	MODEL 44 W/PRF680II Term 6-8	44G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$721.45	7.00%	\$ 670.95	\$ 691.70
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	44681-9-12	MODEL 44 W/PRF680II Term 9-12	44G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$784.27	7.00%	\$ 729.37	\$ 751.93
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	44681-16	MODEL 44 W/PRF680II Term 16	44G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$839.71	7.00%	\$ 780.93	\$ 805.08
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	51681-1-4	MODEL 51 W/PRF680II Term 1-4	51G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$240.29	7.00%	\$ 223.47	\$ 230.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	51681-6-8	MODEL 51 W/PRF680II Term 6-8	51G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$240.29	7.00%	\$ 223.47	\$ 230.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	51681-9-12	MODEL 51 W/PRF680II Term 9-12	51G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$240.29	7.00%	\$ 223.47	\$ 230.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	51681-16	MODEL 51 W/PRF680II Term 16	51G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$240.29	7.00%	\$ 223.47	\$ 230.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	52681-1-4	MODEL 52 W/PRF680II Term 1-4	52G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$327.66	7.00%	\$ 304.72	\$ 314.14
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	52681-6-8	MODEL 52 W/PRF680II Term 6-8	52G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$327.66	7.00%	\$ 304.72	\$ 314.14
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	52681-9-12	MODEL 52 W/PRF680II Term 9-12	52G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$327.66	7.00%	\$ 304.72	\$ 314.14
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	52681-16	MODEL 52 W/PRF680II Term 16	52G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$327.66	7.00%	\$ 304.72	\$ 314.14
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	53681-1-4	MODEL 53 W/PRF680II Term 1-4	53G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$398.82	7.00%	\$ 370.91	\$ 382.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	53681-6-8	MODEL 53 W/PRF680II Term 6-8	53G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$398.82	7.00%	\$ 370.91	\$ 382.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	53681-9-12	MODEL 53 W/PRF680II Term 9-12	53G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$398.82	7.00%	\$ 370.91	\$ 382.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	53681-16	MODEL 53 W/PRF680II Term 16	53G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$398.82	7.00%	\$ 370.91	\$ 382.38
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	54681-1-4	MODEL 54 W/PRF680II Term 1-4	54G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$477.94	7.00%	\$ 444.48	\$ 458.23

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\54681-6-8	MODEL 54 W/PRF680II Term 6-8	MODEL 54 W/PRF680II Term 6-8	54G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$477.94	7.00%	\$ 444.48	\$ 458.23
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\54681-9-12	MODEL 54 W/PRF680II Term 9-12	MODEL 54 W/PRF680II Term 9-12	54G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$477.94	7.00%	\$ 444.48	\$ 458.23
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\54681-16	MODEL 54 W/PRF680II Term 16	MODEL 54 W/PRF680II Term 16	54G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$477.94	7.00%	\$ 444.48	\$ 458.23
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\81981-1-4	MODEL 81 W/PRF680II Term 1-4	MODEL 81 W/PRF680II Term 1-4	81G PARTS WASHER W/PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$1,212.43	7.00%	\$ 1,127.56	\$ 1,162.43
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\81981-6-8	MODEL 81 W/PRF680II Term 6-8	MODEL 81 W/PRF680II Term 6-8	81G PARTS WASHER W/PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$1,312.33	7.00%	\$ 1,220.46	\$ 1,258.21
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\81981-9-12	MODEL 81 W/PRF680II Term 9-12	MODEL 81 W/PRF680II Term 9-12	81G PARTS WASHER W/PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$1,426.21	7.00%	\$ 1,326.37	\$ 1,367.39
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\81981-16	MODEL 81 W/PRF680II Term 16	MODEL 81 W/PRF680II Term 16	81G PARTS WASHER W/PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$1,526.26	7.00%	\$ 1,419.42	\$ 1,463.32
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\250152-1-4	MODEL 250 WITH PRF680II Term 1-4	MODEL 250 WITH PRF680II Term 1-4	250G PARTS WASHER WITH PRF680II Term 1-4 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$470.43	7.00%	\$ 437.50	\$ 451.03
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\250152-6-8	MODEL 250 WITH PRF680II Term 6-8	MODEL 250 WITH PRF680II Term 6-8	250G PARTS WASHER WITH PRF680II Term 6-8 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$508.48	7.00%	\$ 472.88	\$ 487.51
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\250152-9-12	MODEL 250 WITH PRF680II Term 9-12	MODEL 250 WITH PRF680II Term 9-12	250G PARTS WASHER WITH PRF680II Term 9-12 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$553.23	7.00%	\$ 514.50	\$ 530.41
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\250152-16	MODEL 250 WITH PRF680II Term 16	MODEL 250 WITH PRF680II Term 16	250G PARTS WASHER WITH PRF680II Term 16 WKS. INCLUDES RECYCLING.	EA	Certificate of En	\$592.07	7.00%	\$ 550.63	\$ 567.66
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\26730-1-4	5G BRAKE CLEANER - AQUEOUS Term 1-4	5G BRAKE CLEANER - AQUEOUS Term 1-4	5G BRAKE CLEANER - AQUEOUS Term 1-4 WKS.	EA	Certificate of En	\$202.48	7.00%	\$ 188.31	\$ 194.13
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\26730-6-8	5G BRAKE CLEANER - AQUEOUS Term 6-8	5G BRAKE CLEANER - AQUEOUS Term 6-8	5G BRAKE CLEANER - AQUEOUS Term 6-8 WKS.	EA	Certificate of En	\$219.15	7.00%	\$ 203.81	\$ 210.11
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\26730-9-12	5G BRAKE CLEANER - AQUEOUS Term 9-12	5G BRAKE CLEANER - AQUEOUS Term 9-12	5G BRAKE CLEANER - AQUEOUS Term 9-12 WKS.	EA	Certificate of En	\$238.76	7.00%	\$ 222.05	\$ 228.92
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\26730-16	5G BRAKE CLEANER - AQUEOUS Term 16	5G BRAKE CLEANER - AQUEOUS Term 16	5G BRAKE CLEANER - AQUEOUS Term 16 WKS.	EA	Certificate of En	\$255.43	7.00%	\$ 237.55	\$ 244.90
PMW5K977	Safety-Kleen S\811310	SIN/SIN(S) PROPOSED	Safety-Kleen S\90837-1-4	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 1-4	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 1-4	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 1-4 WKS.	EA	Certificate of En	\$291.42	7.00%	\$ 271.02	\$ 279.40

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	90837-6-8	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 6-8	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 6-8 WKS.	EA	Certificate of En	\$314.99	7.00%	\$ 292.94	\$ 302.00
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	90837-9-12	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 9-12	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 9-12 WKS.	EA	Certificate of En	\$343.34	7.00%	\$ 319.31	\$ 329.19
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	90837-16	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 16	30G PARTS WASHER (LG) AND SERVICE - AQUEOUS Term 16 WKS.	EA	Certificate of En	\$368.86	7.00%	\$ 343.04	\$ 353.65
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	91837-1-4	50G VAT PARTS WASHER AND SERVICE - AQUEOUS Term 1-4	50G VAT PARTS WASHER AND SERVICE - AQUEOUS Term 1-4 WKS.	EA	Certificate of En	\$516.65	7.00%	\$ 480.49	\$ 495.35
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	91837-6-8	50G VAT PARTS WASHER - AQUEOUS Term 6-8	50G VAT PARTS WASHER - AQUEOUS Term 6-8 WKS.	EA	Certificate of En	\$559.28	7.00%	\$ 520.13	\$ 536.22
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	91837-9-12	50G VAT PARTS WASHER - AQUEOUS Term 9-12	50G VAT PARTS WASHER - AQUEOUS Term 9-12 WKS.	EA	Certificate of En	\$607.93	7.00%	\$ 565.37	\$ 582.86
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	91837-16	50G VAT PARTS WASHER - AQUEOUS Term 16	50G VAT PARTS WASHER - AQUEOUS Term 16 WKS.	EA	Certificate of En	\$650.62	7.00%	\$ 605.07	\$ 623.78
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	98800-1-4	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 1-4	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 1-4 WKS.	EA	Certificate of En	\$368.32	7.00%	\$ 342.54	\$ 353.13
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	98800-6-8	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 6-8	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 6-8 WKS.	EA	Certificate of En	\$399.45	7.00%	\$ 371.49	\$ 382.98
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	98800-9-12	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 9-12	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 9-12 WKS.	EA	Certificate of En	\$433.72	7.00%	\$ 403.36	\$ 415.84
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	98800-16	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 16	AQ-1 AUTOMATIC PARTS WASHER AND SERVICE Term 16 WKS.	EA	Certificate of En	\$463.95	7.00%	\$ 431.47	\$ 444.81
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	51131	10G PARTS WASHER SERVICE - QSOL NY Term 12 & 24	10G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	EA	Certificate of En	\$291.00	7.00%	\$ 270.63	\$ 279.00
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	52131	20G PARTS WASHER SERVICE - QSOL NY Term 12 & 24	20G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	EA	Certificate of En	\$397.00	7.00%	\$ 369.21	\$ 380.63
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	53131	30G PARTS WASHER SERVICE - QSOL NY Term 12 & 24	30G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	EA	Certificate of En	\$483.00	7.00%	\$ 449.19	\$ 463.08
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	54131	40G PARTS WASHER SERVICE - QSOL NY Term 12 & 24	40G PARTS WASHER SERVICE - QSOL NY Term 12 & 24 WKS	EA	Certificate of En	\$579.00	7.00%	\$ 538.47	\$ 555.12

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\	811310	Safety-Kleen S\	56131	60G PARTS WASHER SERVICE - QSOL NY Term 12 & 24	60G PARTS WASHER SERVICE - QSOL NY Term 12 & 24	EA	Certificate of En	\$768.00	7.00%	\$ 714.24	\$ 736.33
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	657299	BugBuster Windshield washer +32F Bulk-	BugBuster Windshield washer +32F Bulk-	CT	Certificate of En	\$1.21	7.00%	\$ 1.13	\$ 1.16
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	657200	Bugbuster Super Concentrate	Bugbuster Super Concentrate-1 Gallon Jug	GL	Certificate of En	\$58.50	7.00%	\$ 54.41	\$ 56.09
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6570	Ice Breaker Winter -4F Bulk	Ice Breaker Winter -4F Bulk	BN	Certificate of En	\$2.39	7.00%	\$ 2.22	\$ 2.29
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	657055	Ice Breaker Winter -4F 55G Dr	Ice Breaker Winter -4F 55G Dr	DR	Certificate of En	\$225.83	7.00%	\$ 210.02	\$ 216.52
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	657330	Ice Breaker Winter -4F 330G TE	Ice Breaker Winter -4F 330G TE	TE	Certificate of En	\$1,354.95	7.00%	\$ 1,260.11	\$ 1,299.08
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6571	Ice Breaker Summer +20F Bulk	Ice Breaker Summer +20F Bulk	BN	Certificate of En	\$1.77	7.00%	\$ 1.64	\$ 1.69
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	32570	Ice Breaker Winter Concentrate 5	Ice Breaker Winter Concentrate 5 G Pail	PA	Certificate of En	\$54.70	7.00%	\$ 50.87	\$ 52.44
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	32571	Ice Breaker Winter Concentrate 55 G Dr	Ice Breaker Winter Concentrate 55 G Dr	DR	Certificate of En	\$359.92	7.00%	\$ 334.73	\$ 345.08
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6170	Ice Breaker Extreme Winter-20F Bulk	Ice Breaker Extreme Winter-20F Bulk	BN	Certificate of En	\$2.49	7.00%	\$ 2.31	\$ 2.38
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	617055	Ice Breaker Extreme Winter -20F 55G Dr	Ice Breaker Extreme Winter -20F 55G Dr	DR	Certificate of En	\$232.55	7.00%	\$ 216.27	\$ 222.96
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6174	Ice Breaker Extreme All Season +0 Bulk	Ice Breaker Extreme All Season +0 Bulk	BN	Certificate of En	\$2.09	7.00%	\$ 1.94	\$ 2.00
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6175	Ice Breaker Extreme Summer +20 Bulk	Ice Breaker Extreme Summer +20 Bulk	BN	Certificate of En	\$1.59	7.00%	\$ 1.48	\$ 1.53
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	32573	Ice Breaker Extreme Winter Concentrate 5 g	Ice Breaker Extreme Winter Concentrate 5 g Pail	PA	Certificate of En	\$45.86	7.00%	\$ 42.65	\$ 43.97
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	32574	Ice Breaker Extreme Winter Concentrate 16 g	Ice Breaker Extreme Winter Concentrate 16 g Dr	DR	Certificate of En	\$146.74	7.00%	\$ 136.47	\$ 140.69
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	32574	Ice Breaker Extreme Winter Concentrate 55 g Dr	Ice Breaker Extreme Winter Concentrate 55 g Dr	DR	Certificate of En	\$146.74	7.00%	\$ 136.47	\$ 140.69
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6455	LD Extended Life OAT-Yellow-Bulk	LD Extended Life OAT-Bulk	BN	Certificate of En	\$5.67	7.00%	\$ 5.27	\$ 5.43
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6460	LD Extended Life OAT-Orange-Bulk	LD Extended Life OAT-Bulk	BN	Certificate of En	\$5.91	7.00%	\$ 5.50	\$ 5.67
PMW5K977	Safety-Kleen S\	324191	Safety-Kleen S\	6457	HD Extended life OAT-Red-Bulk	HD Extended life OAT-Bulk	BN	Certificate of En	\$6.69	7.00%	\$ 6.22	\$ 6.41

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	6462	HD Extended life NMOAT-Red-Bulk	HD Extended life NMOAT-Bulk	BN	Certificate of En	\$5.95	7.00%	\$ 5.54	\$ 5.71
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	6451	Fully Formulated Conventional-Green-Bulk	Fully Formulated Conventional-Bulk	BN	Certificate of En	\$5.08	7.00%	\$ 4.73	\$ 4.88
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	6057	Fuchsia-Bulk	Fully Formulated Conventional-Bulk	BN	Certificate of En	\$5.12	7.00%	\$ 4.76	\$ 4.91
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640055	LD Extended Life OAT-Yellow	LD Extended Life OAT-Yellow 55 Ga Drum	DR	Certificate of En	\$412.70	7.00%	\$ 383.81	\$ 395.68
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640060	LD Extended Life OAT-Orange	LD Extended Life OAT-Orange 55 Ga Drum	DR	Certificate of En	\$425.88	7.00%	\$ 396.07	\$ 408.32
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640057	HD Extended life OAT-Red	HD Extended life OAT-Red 55 Ga Drum	DR	Certificate of En	\$468.98	7.00%	\$ 436.15	\$ 449.64
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640062	HD Extended life NMOAT-Red	HD Extended life NMOAT-Red 55 Ga Drum	DR	Certificate of En	\$428.29	7.00%	\$ 398.31	\$ 410.63
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640051	Fully Formulated Conventional-Green	Fully Formulated Conventional-Green 55 Ga Drum	DR	Certificate of En	\$380.56	7.00%	\$ 353.92	\$ 364.87
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	600057	Fuchsia	Fully Formulated Conventional-Purple 55 Ga Drum	DR	Certificate of En	\$382.68	7.00%	\$ 355.89	\$ 366.90
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640155	LD Extended Life OAT-Yellow	LD Extended Life OAT-Yellow 330 Ga TE	TE	Certificate of En	\$1,873.93	7.00%	\$ 1,742.76	\$ 1,796.66
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640160	LD Extended Life OAT-Orange	LD Extended Life OAT-Orange 330 Ga TE	TE	Certificate of En	\$1,953.03	7.00%	\$ 1,816.32	\$ 1,872.49
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640157	HD Extended life OAT-Red	HD Extended life OAT-Red 330 Ga TE	TE	Certificate of En	\$2,211.64	7.00%	\$ 2,056.83	\$ 2,120.44
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640162	HD Extended life NMOAT-Red	HD Extended life NMOAT-Red 330 Ga TE	TE	Certificate of En	\$1,967.50	7.00%	\$ 1,829.77	\$ 1,886.36
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640151	Fully Formulated Conventional-Green	Fully Formulated Conventional-Green 330 Ga TE	TE	Certificate of En	\$1,681.11	7.00%	\$ 1,563.43	\$ 1,611.78
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	600157	Fuchsia	Fully Formulated Conventional-Purple 330 Ga TE	TE	Certificate of En	\$1,693.83	7.00%	\$ 1,575.27	\$ 1,623.99
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640056	LD Extended Life OAT Concentrate-Yellow	LD Extended Life OAT Concentrate 55 Ga Drum	DR	Certificate of En	\$637.24	7.00%	\$ 592.63	\$ 610.96
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640061	LD Extended Life OAT Concentrate-Orange	LD Extended Life OAT Concentrate 55 Ga Drum	DR	Certificate of En	\$654.86	7.00%	\$ 609.02	\$ 627.86
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640058	HD Extended life OAT Concentrate-Red	HD Extended life OAT Concentrate 55 Ga Drum	DR	Certificate of En	\$732.37	7.00%	\$ 681.11	\$ 702.18
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640067	HD Extended life NMOAT Concentrate-Red	HD Extended life NMOAT Concentrate 55 Ga Drum	DR	Certificate of En	\$676.74	7.00%	\$ 629.37	\$ 648.84
PMW5K977	Safety-Kleen S\}	324191	Safety-Kleen S\}	640052	Fully Formulated Conventional Concentrate-Green	Fully Formulated Conventional Concentrate 55 Ga Drum	DR	Certificate of En	\$580.82	7.00%	\$ 540.16	\$ 556.87

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UEI (formerly DUNS)	VENDOR NAME	SIN/SIN(S) PROPOSED	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GREEN CERTIFICATION	COMMERCIAL PRICE LIST (CPL)	DISCOUNT OFFERED TO Omnia (off CPL) (%)	DISCOUNT PRICE OFFERED TO Omnia	DISCOUNT PRICE OFFERED TO Omnia (including fees)
PMW5K97	Safety-Kleen S	324191	Safety-Kleen S	600055	Fully Formulated Conventional Concentrate-Fuchsia	Fully Formulated Conventional Concentrate 55 Ga Drum	DR	Certificate of En	\$582.93	7.00%	\$ 542.13	\$ 558.90

Rates do not apply in AK, HI or Puerto Rico

Pricing Conditions / Additional Fees

Quoted pricing is valid for the first year of a resultant contract. Each year thereafter the price will be reviewed, and rates shall be adjusted based on mutually agreeable rates. Safety-Kleen Variable Energy and Se

Safety-Kleen is currently applying a Recovery Fee that is comprised of three components; a 1.5% component for insurance, a 1% security & transportation component and a fuel component that is revised monthly based on the average diesel prices from the US Department of Energy. (<https://www.eia.gov>)

With current diesel prices, our standard total recovery fee is 13.5%.

Safety-Kleen is offering Omnia a reduction of 5% off our Standard Recovery Fee with a 5% minimum fee.

The reduced Recovery Fee that will be applied to the entire invoice. The recovery fee is based upon the average U.S. On-Highway cost of diesel for the entire U.S..

The charge for energy costs will be set on the first Wednesday of the month based on data from the US Department of Energy (<https://www.eia.gov/petroleum/gasdiesel/>).

Safety-Kleen's Standard Recovery Fee is based on the table on the following sheet (SK RF Table).



UC SYSTEMWIDE REQUEST for PROPOSAL (RFP)



Issued By: The Regents of the University of California
RFP ID: UC Systemwide Hazardous and Medical Waste | 003101-Mar2023
RFP Modules: Projects, Brokers, and Incinerators
RFP Date: April 7, 2023
RFP Contact: Reynaldo Cano-Boza | Senior Commodity Manager
The University of California Procurement Services
Office of the President | 1111 Franklin Street | Oakland CA 94607-5200

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 Requirements

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 \$160,000,000.00 over the full potential Master Agreement term for hazardous and medical waste goods and services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of hazardous and medical waste goods and services purchased under the Master Agreement through OMNIA Partners is approximately \$50,000,000.00. This projection is based on the current annual volumes among the 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 Hazardous and Medical Waste Good and 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 Hazardous and Medical Waste 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. 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 hazardous and medical waste has been approximately \$16 million 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

The UC Systemwide Hazardous and Medical Waste RFP will include multiple waste subcategories.

The Hazardous Waste Stream includes the following subcategories:

- Lab Pack
- Mercury Solutions
- Mercury Debris
- Consolidated Liquids and Solids
- Empty Contaminated Drums
- Gas Cylinders
- Potential Explosive Chemicals
- PCBs
- Oils and Automotive Fluids
- Light Bulbs
- Electronics
- Batteries
- Paints
- Asbestos
- Rental Equipment
- Supplies
- Pesticides
- Soils

The Medical Waste Stream includes the following subcategories:

- Regulated (Incineration)
- Regulated (Autoclave)
- Pathological
- Pharmaceutical
- Chemotherapy (Vendor Supplied Container)
- Chemotherapy (UC Supplied Container)

Brokers and incinerator suppliers need to provide pricing submission for half and full pack as well as alternative unit of measure options. If the supplier(s) are bidding containers, please note the maximum pound capacity for each container type.

Bidders need to submit goods and services pricing information in the Projects Module.

The RFP will be reviewed and evaluated by the Hazardous Waste Action Group (HWAG), the Environmental, Health, and Safety (EH&S) Leadership Council, and UC Systemwide Procurement.

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 hazardous and medical waste of goods and/or 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 information 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 5 years (the "Initial Term") with 5 optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of 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	April 7th
Pre Proposal Conference	April 19 th 3 p.m. PT
Supplier Questions and Clarifications	April 26 th 5 p.m. PT
UC Response to Supplier Questions	May 3rd
RFP Response Due by	May 12 th 5 p.m. PT

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 April 19, 2023 from 3 p.m. to 4 p.m. PT, via Zoom. The Zoom link is <https://UCOP.zoom.us/j/4117029660?from=addon>

Meeting ID: 411 702 9660

One tap mobile

+12133388477,,4117029660# US (Los Angeles)

+16692192599,,4117029660# US (San Jose)

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 219 2599 US (San Jose)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 646 518 9805 US (New York)

+1 646 876 9923 US (New York)

+1 646 931 3860 US

*4 (from UCOP office phone)

Meeting ID: 411 702 9660

Find your local number: <https://UCOP.zoom.us/j/4117029660?from=addon>

The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the RFP, as well as provide Suppliers the opportunity to ask questions about the RFP, OMNIA program, and UC's requirements. 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. Please contact the RFP Commodity Manager by email at Reynaldo.Cano-Boza@ucop.edu for Zoom meeting instructions.

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) UC Systemwide Hazardous and Medical Waste_003101-Mar2023_Brokers and Incinerators
Note: Small Business read RFP description in the Attachment Section.
- 2) Purchasing Agreement 10.1.19
- 3) Statement of Work – Standard Template
- 4) UC Terms and Conditions of Purchase, dated Revised 12 14 21
- 5) UC Sustainability Requirements
- 6) OMNIA Partners – Exhibit A, B to H
- 7) UC Pricing Sheets
- 8) Mock Lab Pack Exercise-List of Chemicals for lab 2023

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.

- 9) Business Structure
- 10) General and Technical Capabilities
- 11) Customer Training/Customer Service
- 12) OMNIA Questionnaire
- 13) Operations / Staffing
- 14) Permits and Licenses
- 15) Safety / Compliance
- 16) UC Sustainability / Diverse Suppliers
- 17) Value-Add Services

4.6.3 Price Sheets

The section includes the pricing sheets. Suppliers are required to follow the instructions for pricing submission.

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.

4.16 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
BUSINESS STRUCTURE	5%
GENERAL AND TECHNICAL CAPABILITIES	16%
CUSTOMER TRAINING / CUSTOMER SERVICE	8%
OMNIA QUESTIONNAIRE	5%
OPERATIONS / STAFFING	7%
PERMITS / LICENSES	8%
PRICING	25%
SAFETY/COMPLIANCE	8%
UC SUSTAINABILITY / DIVERSE SUPPLIERS	15%
VALUE-ADD SERVICES	3%
TOTAL	100%

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 fails to 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

This Initiative will consist of the following separate phases:

5.10.1 Phase I: Prerequisites

Supplier must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUsource before advancing in the proposal process.

5.10.2 Phase II: Selection of Finalists

Finalists will be identified based on the quality and responsiveness of the written proposals.

5.10.3 Phase III: Finalist Presentations (at UC discretion)

a. The identified finalists resulting from Phase II will advance to Phase III.

b. Suppliers may be requested to conduct a live or virtual presentation to demonstrate Suppliers' ability to provide the Services. However, UC may determine that presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for any costs associated with the Phase III process.

5.11 Pricing and Incentives

- 5.11.1 Pricing for Goods and Services is being requested within the “Pricing Sheets” section to this RFP and is to be completed and uploaded within the Pricing Sheets section in CalUsource.
- 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.
- 5.11.3 Additional earned incentives and discounts:
- i. Patronage Incentive: The successful Supplier(s) will be required to provide a quarterly Patronage Incentive of 2% of the total sales of products resulting from the contract in the event there is no OMNIA National program. This Patronage Incentive will be used by UC to provide support in the implementation, administration, and management of the successful Supplier(s) program to maximize UC’s participation and/or other purposes at UC discretion. The amount of quarterly Patronage Incentive provided to each UC location will be calculated based on the total quarterly sales at each location. Each location will have the right to modify proposal pricing for the individual campus up to 2% in the event a UC location decides not to implement an incentive program. Please provide your company’s commitment to comply with this requirement.
 - ii. Tier Discount: Bidders are encouraged to provide tier discounts on campus spend. Discounts can be set according to spend levels from all UC campuses, UC medical centers, and other UC locations.
 - iii. Early Payment Discount: Early payment discount is another option to incentivized business between supplier(s) and UC campuses. Supplier(s) will benefit from early payment schedule, and UC can benefit from hard savings by paying earlier.
 - iv. Payment Methods: Indicate if payment will be accepted via credit card and if so, are payments able to be made online.

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

UC will not, as a part of a 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 agrees to the warranties in Article 6 of UC's Terms & Conditions of Purchase. Additionally, Supplier must do one of the following in its proposal:

- 5.14.1 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
- 5.14.2 Describe in its proposal any parts of the services that will be performed by workers outside of the United States.

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.



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 corporation (“UC”) on behalf of the University of California, **[Buyer: if applicable, add name of campus]**, 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. **[Buyer: if desired, edit this paragraph or section 1 below, to indicate that this is a master services agreement, an independent contractor agreement, a professional services agreement, or other specific type of agreement, as the case may be.]**

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

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. **[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 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	
Phone	
Email	
Address	

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	
Phone	
Email	
Address	

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	
Phone	
Email	
Address	

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.

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

[Buyer: include this section ONLY if you have knowledge of the prime award number]

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

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

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

The UC Appendix – Business Associate, dated _____ is hereby amended as follows:

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

18. Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation, dated _____ is hereby amended as follows:

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

19. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. **[Buyer: insert Purchase Agreement Title/#]**
- b. **[Buyer: insert Prime Contract #]**
- c. **[Buyer: insert UC Terms and Conditions of Purchase or Contract Addendum - UC Required Terms]**
- d. **[Buyer: insert UC Appendix – Data Security]**
- e. **[Buyer: insert UC Appendix - Business Associate (HIPAA)]**
- f. **[Buyer: insert UC Appendix – General Data Protection Regulation (GDPR)]**
- g. **Statement of Work – Attachment A**
- h. **[Any additional documents necessary, with all incorporated documents being in order of precedence. Buyer may reference the Supplier’s proposal and quote as long as the Supplier’s T&C’s are removed or there aren’t any conflicts with the UC T&C’s.]**

[Buyer: Re-order these items as necessary in order to reflect your desired order of precedence]

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)

ATTACHMENT A TO PURCHASING AGREEMENT # _____

STATEMENT OF WORK

This Statement of Work # __ (“SOW”) is issued pursuant to Purchasing Agreement # _____ dated _____, 20__ between UC and Supplier (“Agreement”).

1. Title and Description of the Scope of Goods and/or Services

[Buyer: Provide an overview and background of Goods and/or Services to be provided.]

2. Term of SOW

This SOW will begin on _____, 20__ (“Effective Date”) and continue through _____, 20__. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	[General description]	[Specific details using action verbs like “create”, “develop”, “test”, “analyze”, “evaluate”, etc.]	[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]	[Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.]
2				
3				
4				
5				
Additional as needed		Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work. Request Supplier to provide data type, protected health information and other data		

4. UC Obligations

[Buyer: Include as appropriate language such as: UC will provide working space, equipment, furniture, utilities, and services, as follows:]

5. Place(s) of Performance

[Buyer: Use this section if appropriate to outline where Services will be provided]

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	
Phone	
Email	
Address	

Subcontractors authorized to provide Goods and/or Services under this SOW **[Buyer: Names should be listed only if Agreement permits use of subcontractors]:**

Name of Subcontractor	Goods and/or Services the Subcontractor will provide

Supplier's Account Management Team is:

Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	
Phone	
Email	
Address	

7. Reporting Requirements

[Buyer: Identify any key reports that should be produced by Supplier or critical reporting events. This can be included in the table above if preferred.]

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Assumptions

- a) The following items are not included within the scope of Goods and/or Services to be provided under this SOW: **[Buyer: Delete if not needed]**
- b) **[Buyer: Add more as needed]**
- c) Additional assumptions include the following: **[Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to provide the Goods and/or Services]**
- d) **[Buyer: Add more as needed]**

9. Service Level Agreement

- a) **[Buyer: Any critical SLAs should be stated here. For goods, consider the following language:]**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Normal delivery	-next business day
Rush delivery	-within 4 hours
Pick up returns	-within 2 business days
Request for reports	-within 5 business days
Order fill rate	-98%
Delivery accuracy	-98%
Delivery, on-time	-98%
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

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

[Buyer: Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

- a) "Fixed Price Services" to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- b) "Time and Materials Services" to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	Rate per Hour/Day	Estimated No. of Days	Extended Cost of Fees	UC MRC
Estimated Maximum Expenses (if any):			n/a	

Estimated Maximum Cost:		
-------------------------	--	--

d) **[Buyer: Outline Payment Schedule as needed]**

11. Program Requirements

[Buyer: If items will be ordered by catalog, use the Appendix – Electronic Commerce. If applicable, consider using these additional terms for Goods:]

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier’s ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

- Campus direct (desktop delivery) - by 3:30 pm Pacific Time
- Storehouse (drop ship delivery) - by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month’s billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

12. Acceptance Criteria and Testing

[Buyer: Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren't defined.]

- a) **[Buyer: Indicate any additional financial or other considerations resulting from acceptance testing]**

13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

14. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work 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.

15. Additional Terms

[Buyer: If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows: (Insert terms)]

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

This Statement of Work is signed below by the parties' duly authorized representatives.

**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.



**UNIVERSITY
OF
CALIFORNIA**

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 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.

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Sustainable Procurement Guidelines

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1. Glossary

All definitions below are adopted from the UC [Sustainable Practices Policy, BUS-43](#) or [UC's Electronic Commerce Appendix](#), unless otherwise noted. For additional procurement policies, procedures and definitions, refer to [BUS-43](#).

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

Best Value: 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 objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal.

Catalog: 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. See definitions for Hosted Catalog and Punch-out Catalog for more information.

Commodity Manager: A manager or buyer assigned responsibility on a university-wide basis for coordinating standards and specification development covering specific commodities, or groups of commodities. A Commodity Manager develops a commodity strategy and leads a team with representation from Locations on the development of the initiative plan, the research for developing product specifications, creation of the Request for Proposal documents, and then leads the team through the bidding and award processes. The Commodity Manager at the Office of the President also manages the resulting Systemwide agreement(s) on an ongoing basis.

[Procurement] Contract: A fully executed (signed by both parties) legally binding agreement for the procurement of goods and/or services by the University that defines performance standards, scope of work, and complex terms associated with the purchase of a good or service.

Criteria: Element(s) included in the qualitative and price/cost factors for bid evaluation.

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.

Environmentally Preferable: Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products. This definition is provided for clarification within the Guidelines and is not defined within other UC policy.

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

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 any number of techniques including but not limited to, fusion of polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Full Time Equivalent (FTE): A full-time equivalent employee is the hours worked by one employee on a full-time basis and can be used to convert the hours worked by several part-time employees into the hours worked by full-time employees. A full-time employee is assumed to work 40 hours in a standard week.

Hosted Catalog: A Catalog that is a properly formatted computer file supplied to UC campuses through the campuses' respective eProcurement systems.

LEED™: 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. The UC Sustainable Practices 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.

Market Basket: A representative sample of goods and services made available to staff for purchasing that focuses on the top 80% of overall spend over a 12-month period.

Packaging Foam: Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (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.

Policy Exception Authority: The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement sections of the UC Sustainable Practices 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, the Procurement/Supply Chain Director of the campus, medical center, or Laboratory. This definition is provided for clarification within the Guidelines and is adapted from the definition in [BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management](#).

Preferred Level Green Spend: Spend on products meeting the UC Preferred Level of environmental sustainability criteria as laid out in the Product Category Guidance section of the UC Sustainable Procurement Guidelines.

Punch-Out Catalog: A Catalog hosted by a Supplier on its Supplier Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier that redirects a User from the campus eProcurement system to the Supplier Site. Supplier Site means an internet site operated and maintained by Supplier that has been made subject to the UC Electronic Commerce Appendix.

Required Level Green Spend: Spend on products meeting the UC minimum Required Level of environmental sustainability criteria as laid out in the Product Category Guidance section of the UC Sustainable Procurement Guidelines.

Specifications: These should contain descriptions which are adequate to obtain competition, ensure responsive quotations, provide the same information to all competing suppliers, and, to the fullest extent practicable, do not favor one brand, trade name, article, manufacturer, or supplier over others.

Supplier: A Supplier is a service provider, contractor, vendor, or other entity entering into a contract or subcontract directly or indirectly with UC.

Sustainable Practices Policy: Refers to the University of California Sustainable Practices Policy, governed by the UC Sustainability Steering Committee. This definition is provided for clarification within the Guidelines and is not defined within other UC policy.

Sustainable Procurement: [Modified from the UK Government's Sustainable Procurement Task Force (2012)] Purchasing that considers 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 Procurement Working Group (SPWG): The working group charged with improving the integration of sustainable principles and practices into UC Procurement. The SPWG recommends changes to this document for review by the UC Procurement Leadership Council and recommends changes to the UC Sustainable Practices Policy for review by both the UC Procurement Leadership Council and UC Sustainability Steering Committee. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

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 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 Procurement Leadership Council (PLC): The Procurement Leadership Council is a shared governance body composed of 11 voting members (the Systemwide CPO and the 10 Campus CPO/Procurement Directors) and 3 non-voting members from the Systemwide procurement function (Strategic Sourcing, Analytics & Systems, and the Program Management Office/Chief of Staff). The PLC exists to continuously improve UC supply chains through innovation and collaboration.

UC Sustainability Steering Committee: The UC systemwide committee charged with overseeing updates to and progress against the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC policy.

2. Introduction

The University of California's Sustainable Procurement Guidelines (Guidelines) lay out the minimum sustainability requirements for products and services purchased by the University of California and identify those product attributes that are strongly preferred, if not mandatory.

The University of California's Sustainable Procurement Guidelines act as a companion to the Sustainable Procurement Policy and Procedure Sections of the [UC Sustainable Practices Policy](#).

In general terms, the UC Sustainable Practices Policy outlines the University's targets for sustainable procurement as well as requirements for UC sustainable procurement practices, that is, the activities of University of California buyers as they relate to sustainable procurement. This Guidelines document outlines what the University considers to be sustainable at the product, product category, service, or industry level.

The UC Sustainable Practices Policy prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement should look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable, compostable, or otherwise sustainable products.

3. Document Guide

These Guidelines are intended to be used by the following parties, for the following purposes:

1. University of California Office of the President Strategic Sourcing Centers of Excellence (i.e., commodity managers) and University Campus Procurement Services and Supply Chain Management Departments (i.e., commodity managers, buyers).
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred Green (environmentally) and Economically and Socially Responsible (EaSR) sustainability criteria to be included in bid specifications and reporting.
 - b. To negotiate better pricing for products and services meeting the criteria described throughout these Guidelines and the Sustainable Practices Policy over traditional products and services, where opportunities exist.
 - c. To develop language and bid specifications stating that product and service offerings meeting the criteria described in these Guidelines will be required where they exist.
2. Department Level Buyers
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred environmental (Green) and Economically and Socially Responsible (EaSR) sustainability criteria when making purchasing decisions.

4. Reporting

Reporting will be required in line with the University of California sustainable purchasing targets and reporting requirements as outlined in the Sustainable Practices Policy (see III. Policy Text, G. Sustainable Procurement; V. Procedures, G. Sustainable Procurement). Reporting will be based on the percentage of spend in each of the following categories out of the total addressable spend in that category. Reporting will commence by product or service category based on instruction in the sections below.

1. Green (environmentally preferable) Spend
2. Economically and Socially Responsible (EaSR) Spend

5. Green Spend Overview

Required Level Green Spend is defined as spend on products meeting the UC minimum Required Level of environmental sustainability criteria as outlined in the Product Category Guidance section.

Preferred Level Green Spend is defined as spend on products meeting the UC Preferred Level of environmental sustainability criteria as outlined in the Product Category Guidance section. The percentage of Preferred Level Green Spend is calculated using the following methodology, for a given product category over a particular time period:

$$\left(\frac{\text{Total spend on items meeting Preferred Level criteria in a given product category}}{\text{Total Addressable Spend in a given category}} \right) \times 100$$

For example, the percent Green Spend calculation for EPEAT®-eligible electronics for Fiscal Year 16/17 is:

$$\left(\frac{\text{Total spend on EPEAT® Gold registered electronics during FY 16/17}}{\text{Total spend on EPEAT®-eligible electronics categories during FY 16/17}} \right) \times 100$$

In addition to the above calculations, campuses may also calculate the “Dollar not Spent” to add to their overall Green Spend percentage. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a campus’ annual Green Spend reporting. Please see [Appendices – The Dollar not Spent and Green Spend](#) to find more information on the various allowable methodologies to calculate the “Dollar not Spent.”

Category Criteria

The following pages outline the environmental sustainability criteria the University uses to define a given product category as environmentally preferable for purposes of identifying products in Hosted and Punch-out Catalogs, and for calculating and reporting on Green Spend.

Recognized Certifications - These are reputable third-party certifications UC recognizes as identifying products that may have a reduced impact on humans and/or the environment. At campus discretion, products with these certifications may be flagged as “light green” in Hosted and Punch-out Catalogs.

Required Level - These are the minimum mandatory requirements for each product category, which should be included in all relevant bid solicitations. Products and services that fall into the product categories listed below but do not meet these minimum requirements shall not be listed in UC product Catalogs except at the express request of a campus. Products in each category must meet all Required Level criteria listed, unless otherwise noted.

Preferred Level - Preferred Level criteria are used for calculating Green Spend. The University is required to reach a minimum of 25% Green Spend, unless noted otherwise, as a total percentage of spend per product category within three fiscal years after a category is added to the Guidelines. At campus discretion, products meeting these criteria may be labeled as “dark green” in Hosted and Punch-out Catalogs, and shall be given preference during evaluation in all relevant bid opportunities, where prices are comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff. Products must meet all applicable Required Level criteria to qualify for Preferred Level criteria.

Category Scope

A complete list of all the products covered under each category is listed or linked to in each category section.

Category Specifications

These additional specifications should be used during bid solicitations, contracting and as a reference when making department purchases. Minimum requirements for each product category are outlined in the third

column of each category table. The items below are recommended for inclusion in Best Value bids. Other than those items referred to in Policy or Guidelines as mandatory, project teams need to determine which of the category specifications will be mandatory and preferred during the RFP development phase.

Category Timeline

This section outlines when product category guidance is added to the Guidelines, or updated, and when associated Green Spend goal(s) should be achieved. This is typically three (3) years from time added. For example, if a category is added to the Guidelines in June 2018, spend in that category should reach the 25% Green Spend target and minimum requirement standards no later than June 2021.

6. Product Category Guidance

Appliances & IT Hardware

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
ENERGY STAR®	ENERGY STAR®	ENERGY STAR®	Data center equipment, dishwashers, refrigerators, heating/cooling appliances, ULT freezers, vending machines
EPEAT®	EPEAT® Bronze	EPEAT® Gold or highest available EPEAT® label for given product category	Computers, monitors, printers, PV modules and inverters, servers

Scope

Appliances includes all electronic product categories covered and defined by the current [ENERGY STAR® label](#).

IT Hardware includes all electronic product categories covered and defined by the current [EPEAT®](#) ecolabel, including computers (desktop computers, notebook computers, integrated desktop computers, portable all-in-one computers, slates/tablets, small-scale servers, thin clients, and workstations), displays (monitors and signage displays), servers, imaging equipment (copiers, digital duplicators, facsimile machines, multifunction devices, printers, mailing machines, and scanners), televisions, mobile phones, and photovoltaic modules and inverters.

Specifications

In addition to the criteria established in the table above, the University will ensure the following:

1. In accordance with Policy, 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 require the manufacturer to become a BAN-certified [e-Steward Enterprise](#).
2. Printers and copiers must have duplex printing capabilities and hold their warranty while using 100% recycled content paper.
3. Suppliers shall be required to deliver items to the University with energy efficiency and duplex printing functions enabled.
 - a. Departments will work with their IT departments to ensure that features remain enabled for the duration of the product’s use.

Timeline

For [ENERGY STAR®](#), there is no timeline for adherence with this specification, as it is already required for all applicable purchases.

IT Hardware guidance, specifically regarding [EPEAT® criteria](#) was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

Cleaning and Janitorial Supplies

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
<p>From AASHE STARS @ 2.2 Technical Manual Cleaning and Janitorial criteria (OP-13 p. 1):</p> <ul style="list-style-type: none"> • Blue Angel labeled (German Federal Environment Agency) • <i>Cradle to Cradle Certified™</i> Products Program • ECOLOGO certified (UL Environment) • EU Ecolabel • Forest Stewardship Council (FSC) certified • Good Environmental Choice Australia (GECA) certified • Green Seal® certified • Nordic Swan labeled (Nordic Ecolabelling Board) • U.S. EPA Safer Choice labeled • Other multi-criteria sustainability standards and ISO Type 1 ecolabels developed/administered by • Global Ecolabelling Network and/or ISEAL Alliance member organizations 	<p>A minimum of 25% of purchases must meet at least one of the recognized certifications and standards found under AASHE STARS 2.2 Cleaning and Janitorial criteria (OP-13 p. 1).</p>	<p>A minimum of 75% of purchases must meet at least one of the recognized certifications and standards found under AASHE STARS 2.2 Cleaning and Janitorial criteria (OP-13 p. 1).</p>	<p>Disinfectants, laundry detergent, dishwashing detergent, hand soap, general purpose cleaners, carpet cleaner</p>

Scope

As described in [AASHE STARS @ 2.2 Technical Manual](#) (OP-13 p.1), cleaning and janitorial supplies include general purpose bathroom, glass and carpet cleaners; degreasing agents; biologically-active cleaning products (enzymatic and microbial products); floor-care products (e.g. floor finish and floor finish strippers); hand soaps and hand sanitizers; disinfectants; and metal polish and other specialty cleaning products. Also included are janitorial paper products such as toilet tissue, tissue paper, paper towels, hand towels, and napkins. Other janitorial products and materials (e.g., cleaning devices that use only ionized water or electrolyzed water) are excluded from this category.

Specifications

Disinfectants

All disinfectants must be EPA-registered and should contain only the following active ingredients: hydrogen peroxide, citric acid, lactic acid, caprylic (octinoic) acid, or thymol (if other ingredients aren't available). If possible, avoid disinfectants containing: chlorine bleach (hypochlorites), quaternary ammonium compounds ("quats"), phenolic compounds, and peroxyacetic acid.

Currently, there is no UC-recognized sustainability certification for disinfectants. To increase the percentage of Green Spend for Cleaning and Janitorial Supplies and follow green cleaning practices, it is recommended that each site assess its current usage and application of disinfectants. Disinfectant use should be limited to high-risk surfaces (campuses where there is a higher risk for blood borne incidents, skin contact (MRSA risk), or

contact with feces and body fluids) and where required by regulation. Microbes can be effectively removed from high-touch surfaces (door handles, faucet handles, handrails, drinking fountains etc.) by frequent and proper cleaning with a regular cleaning product.¹

Where disinfectants are required, refer to these [Safer Products and Practices for Disinfecting and Sanitizing Surfaces](#), and use the [SF Approved Safer disinfectants for COVID-19](#) web tool.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

¹ UMass Lowell Toxics Use Reduction Institute's [Guide to Safe and Effective Cleaning and Disinfecting is available here.](#)

Flooring

Green Spend Criteria

Product or Service Category	Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
Adhesives	<ul style="list-style-type: none"> Green Seal® EcoLogo SCS FloorScore Standard GREENGUARD® Gold Carpet and Rug Institute (CRI) Green Label Plus	Must meet ALL the following requirements: <ul style="list-style-type: none"> Meets one of the recognized certifications Complies with the VOC limit (50) established in Rule 1168 by the South Coast Air Quality Management District (SCAQMD) Is free of chemicals contained on the Prop 65 list of substances that are known to the State of California to cause cancer, birth defects or other reproductive harm, and those identified by the Association of Occupational and Environmental Clinics (AOEC) as asthmages .	In addition: <ul style="list-style-type: none"> Uses “no glue” installation methods as these virtually eliminate VOCs from installation to the purchasing entity. 	Adhesives for carpet and flooring
Carpet	<ul style="list-style-type: none"> NSF/ANSI-140® Standard (most recent version) <i>Cradle to Cradle Certified™</i> Silver or higher 	Must meet ALL the following requirements: <ul style="list-style-type: none"> Meets one of the recognized certifications Solution-dyed Has a ten-year warranty from the date of Certificate of Agency Use and Occupancy Has at least 10% post-consumer recycled content or 30% total recycled content 	In addition: <ul style="list-style-type: none"> Has an Environmental Product Declaration (EPD) Transparency Summary Is free of the following chemicals of concern: <ol style="list-style-type: none"> Antimicrobials Coal fly ash Flame retardants Fluorinated stain-resistant chemicals (e.g., per fluorinated chemicals (PFCs)) Formaldehyde Lead Mercury Nanomaterials Phthalates Polyvinyl chloride (PVC) 	Tile and broadloom
Carpet Cushion	<ul style="list-style-type: none"> Carpet and Rug Institute’s Green Label Plus SCS FloorScore Standard GREENGUARD® Gold <i>Cradle to Cradle Certified™</i> Silver or higher 	Must meet ALL the following requirements: <ul style="list-style-type: none"> Meets one of the recognized certifications Meets the minimum recycled-content Comprehensive Procurement Guidelines established by the US EPA 	In addition: <ul style="list-style-type: none"> Has an Environmental Product Declaration (EPD) Transparency Summary Is free of the following chemicals of concern: <ol style="list-style-type: none"> Antimicrobials Coal fly ash Flame retardants 	

			<ul style="list-style-type: none"> 4. Fluorinated stain-resistant chemicals (e.g., per fluorinated chemicals (PFCs)) 5. Formaldehyde 6. Lead 7. Mercury 8. Nanomaterials 9. Phthalates 10. Polyvinyl chloride (PVC) 	
Hard Surface Flooring	<ul style="list-style-type: none"> • NSF-332 Gold or Higher • <i>Cradle to Cradle Certified™</i> Silver or higher • SCS FloorScore Standard • GREENGUARD® Gold • Forest Stewardship Council (FSC) 	<p>Must meet ALL the following requirements:</p> <ul style="list-style-type: none"> • Meets one of the recognized certifications • Has a minimum warranty in line with industry standards 	<p>In addition:</p> <ul style="list-style-type: none"> • Contains at least 30% post-consumer recycled content or 50% total recycled content • Has an Environmental Product Declaration (EPD) Transparency Summary • Is free of the following chemicals of concern: <ul style="list-style-type: none"> 1. Antimicrobials 2. Coal fly ash 3. Flame retardants 4. Fluorinated stain-resistant chemicals (e.g. per fluorinated chemicals (PFCs)) 5. Formaldehyde 6. Lead 7. Mercury 8. Nanomaterials 9. Phthalates 10. Polyvinyl chloride (PVC) 	Resilient flooring (vinyl, linoleum, cork, rubber, etc.), tile, wood flooring, laminate flooring, stone-related products and accessories

Scope

Carpet, Adhesives, and Carpet Padding

Products in this category include tile and broadloom applications. The University has a strong preference towards tile installation and encourages the use of carpet tile in all suitable applications.

Hard Surface Flooring

Products in this category include resilient flooring (vinyl, linoleum, cork, rubber, etc.), tile, wood flooring, laminate flooring, stone-related products and accessories.

Specifications²

Materials of Concern

Suppliers shall disclose whether each product offered on the contract contains any of the following chemicals and materials of concern.

² These specifications were adapted from the [University of California Systemwide Flooring bid available here](#).

It is desirable that suppliers offer products free from the chemicals and materials listed below:

1. Antimicrobials
2. Coal fly ash
3. Flame retardants
4. Fluorinated stain-resistant chemicals (e.g., per fluorinated chemicals (PFCs))
5. Formaldehyde
6. Lead
7. Mercury
8. Nanomaterials
9. Phthalates
10. Polyvinyl chloride (PVC)

Suppliers shall disclose whether each product offered on the contract has a [California Proposition 65](#) warning label notifying consumers that it contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

Environmental Product Declaration

Suppliers shall disclose whether each product offered has an Environmental Product Declaration (EPD) Transparency Summary. It is desirable for all products to have an EPD Transparency Summary. An EPD is a comprehensive disclosure of a product's lifecycle-based environmental impacts. If possible, the EPD should conform to industry standards such as ISO 14025, which was developed by the International Organization for Standardization (ISO).

Carpet Tile and Broadloom

The University has a strong preference towards tile installation and encourages the use of carpet tile in all suitable applications. All broadloom and carpet tile must meet the following specifications:

- Certified to the NSF/ANSI-140® Standard (most recent version) or *Cradle to Cradle Certified™* Silver or higher. Supplier shall provide proof of independent third-party certification with bid submission.
- Carpet must be a solution-dyed product, a manufacturing process where colored dye is thoroughly mixed into the liquid fiber solution before fibers are extruded, bringing the color all the way through the fiber. This technique results in a colorfast product that is highly resistant to fading or bleached color effects, allowing cleaning with a mild bleach solution ideally suited for settings where stains and germs can be a sanitary issue. Solution-dyed fabrics are well-suited for floorcovering in high-traffic settings.
- At a minimum, all carpet must have a ten-year warranty from the date of Certificate of Agency Use and Occupancy. Carpet manufacturers must replace carpet that does not comply with specifications or that fail within the specified warranty period. Supplier shall be responsible for all associated product and labor costs.
- It is required that the products have at least 10% post-consumer recycled content or 30% total recycled content.
- It is required that 100% of existing carpet (including carpet padding) be recyclable/disposed of at a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.
 - Recycling does not include:
 - Carpet As Alternative Fuel (CAAF)
 - Burning Carpet in Cement Kilns
 - Waste-to-Energy (WTE)
 - Any high temperature material destruction or conversion
 - Carpet used as alternative daily cover (ADC)

- Carpet must be properly handled for effective recycling. It must be:
 - Dry
 - Debris-free (i.e., free of trash, dirt, tack strips, cutting blades, nails, sharps, etc.)
 - Rolled, stacked, or folded
- Broadloom carpet must be:
 - Cut into manageable sections
 - Separated from any carpet padding, if applicable
- Awarded bidders shall be required to provide written verification documenting that existing carpet removed from a facility was taken to a carpet recycling facility. California's Product Stewardship for Carpets regulations are available from [CalRecycle](#).

Adhesives

All carpet and flooring adhesives must:

- Have earned at least one the following third-party certifications:
 - Green Seal®
 - UL EcoLogo
 - Scientific Certifications Systems (SCS) FloorScore
 - UL GREENGUARD® Gold
 - Carpet and Rug Institute (CRI) Green Label Plus
- Comply with the VOC limit (50) established in Rule 1168 by the South Coast Air Quality Management District (SCAQMD).
- Be free of any chemicals on either of the following lists:
 - Prop 65 list of substances that are known to the State of California to cause cancer, birth defects or other reproductive harm. This may include, for example: benzene, formaldehyde, methylene chloride, n-hexane, perchloroethylene, or toluene;
 - [List of asthmagens by the Association of Occupational and Environmental Clinics \(AOEC\)](#). This may include, for example: epoxy resins, diisocyanates, latex, and urea formaldehyde.

It is desirable to offer "no glue" installation methods which will virtually eliminate VOCs from installation to the purchasing entity.

Carpet Cushion

Carpet cushion (also called padding) is only applicable for certain broadloom installations; therefore, these specifications only apply for that use.

- Carpet cushion must be certified by one of the following:
 - Carpet and Rug Institute's Green Label Plus
 - Scientific Certification System's FloorScore
 - UL GREENGUARD® Gold
 - *Cradle to Cradle Certified™* at the Silver level or higher
- It is required for carpet cushion to meet the [minimum recycled-content Comprehensive Procurement Guidelines established by the US EPA](#).

Hard Surface Flooring

Products in this category include resilient flooring (vinyl, linoleum, cork, rubber, etc.), tile, wood flooring, laminate flooring, stone-related products and accessories.

- All hard surface flooring must be:
 - *Cradle to Cradle Certified™* at the Silver level or higher
 - Certified to the NSF-332 Gold standard or higher

- Certified by Scientific Certification System (SCS) under its FloorScore Standard
- Certified to UL GREENGUARD® Gold
- Certified by the Forest Stewardship Council (FSC)
- All products must have a minimum warranty in line with industry standards. Manufacturers must replace flooring that does not comply with specifications or that fail within the specified warranty period. Supplier will be responsible for all associated product and labor costs.
- The University prefers products that contain at least 30% post-consumer recycled content or 50% total recycled content.

Resilient Flooring

Floor tiles and sheet product (plastic and rubber, including heavy duty) must meet the following criteria:

- Rubber tile flooring must conform to ASTM D 412, ASTM D 2240 – 05, ASTM F 1344 12e.
- Sheet vinyl floor covering must conform to ASTM F 1303 04, ASTM F 1516, ASTM F 1913 04, ISO 10581, and ISO 10582 and/or ASTM F 1700 13a.
- Sheet and tile linoleum must conform to ASTM F2034, ASTM F2195 – 13, ASTM F137, ASTM F925, ASTM F1514, ASTM F1515, ASTM F1516.
- Vinyl composition tile flooring must conform to ASTM F 1066 04 and ISO 10582 and/or ASTM F 1700 13a.
- Solid vinyl tile/luxury vinyl tile must conform to ISO 10582 and/or ASTM F 1700 13a.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 21/22, the University should reach its Preferred Level target no later than the close of FY 23/24.

Food and Beverages

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
AASHE STARS @ 2.2 Technical Manual Food and Beverage “sustainably or ethically produced” criteria (OP-07 p. 6)	A minimum of 25% of purchases meet the AASHE STARS 2.2 criteria	A minimum of 25% of purchases meet the AASHE STARS 2.2 criteria	Produce, poultry products, dairy products

Scope

Sustainably or ethically produced food or beverages are those certified or verified as meeting the standards listed in the [AASHE STARS 2.2 Technical Manual](#) Standards and Terms table.

Note that the health systems follow the Practice Green Health (PGH) [Healthier Food Purchasing Standards](#) definition of sustainable food and have a goal that a minimum of 30% of purchases meet the PGH criteria.

Specifications

No additional specifications currently.

Timeline

Each campus foodservice operation shall strive to procure 25% sustainable food products by the year 2030 as defined by [AASHE STARS @ 2.2 Technical Manual](#) Food and Beverage “sustainably or ethically produced” criteria (OP-07 p. 6).

Foodware

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
<ul style="list-style-type: none"> • Biodegradable Products Institute (BPI) • Green Seal® GS-35 • Cedar Grove Accepted Items List for Commercial Compostability • Reusable 	Reusable or locally compostable <u>and</u> certified compostable by BPI or GS-35, or made 100% from uncoated, unlined, obviously plant-based material, and appears on the Cedar Grove Accepted Items List.	Reusable	Clamshells, cups, napkins, utensils, carry-out bags

Scope

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

Foodware Accessory Items are 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.

Locally compostable means a product 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 bioplastic, paper, wood, and bamboo.

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

Reusables are products that are used to serve or transport ready-to-consume food or beverages, including but not limited to cups, bowls, plates, and hinged containers that are durable and intended for multi-use. *Non-compostable, carry-out plastic bags provided by a foodservice facility or retail store, regardless of thickness of the plastic material, are never considered reusable.*

Specifications

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.).

Compostable foodware items made from recycled and/or sustainably harvested materials are preferred wherever possible.

1. All products must be certified compostable by the [Biodegradable Products Institute \(BPI\)](#) or Green Seal® GS-35, proving that the finished product meets ASTM standards D6400 or D6868 for compostability. Documentation may be required.
2. Products made 100% from paper, wood, bamboo or other obviously plant-based material, that are uncoated or unlined (such as wooden stir sticks or uncoated paper plates) automatically meet this

commercial compostability requirement without certification, so long as they appear on the [Cedar Grove Accepted Items list](#) for commercial compostability, and the material type is disclosed.

3. Products with polyethylene liners are not compostable, and therefore do not meet the intent of these specifications.
4. Products shall not contain polyvinyl chloride (PVC), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU), or any fluorinated chemicals.³ If product is fiber-based (including paper), supplier shall identify the type of grease barrier or coating used.
5. Product is manufactured entirely with chlorine-free processing, meaning that no chlorine or chlorine compounds were used during manufacturing. Products may be unbleached or whitened in a chlorine-free process (if certified process chlorine-free).
6. Paper products are made from 40% post-consumer recycled content or 100% total recycled content (pre- or post-consumer), unless intended for hot beverages, in which case they are made from a minimum of 10% post-consumer recycled content. Bidder should disclose the amount and type of recycled content.
7. Product shall not contain added engineered nanomaterials.
8. Product materials are sustainably produced and are certified as one of the following:
 - a. Forest Stewardship Council (FSC)
 - b. Protected Harvest
 - c. Rainforest Alliance
 - d. Fair Trade USA
9. Feedstock and final product are produced in North America.
10. Product material grown without genetically modified organisms and certified to be GMO-free by one of the following:
 - a. [Non-GMO Project Verified](#)
 - b. CERT ID NonGMO
 - c. ProTerra Certifications (www.geneticid.com/services/certification)
11. Product is made from sustainably grown, non-food agricultural resources such as perennial biomass crops and sustainably harvested residues (more information is available from the [Sustainable Bioplastic Guidelines](#)).
12. Fiber-based product are additionally certified by one of the following, as applicable:
 - a. EcoLogo CCD-084 (Table Napkins)
 - b. EcoLogo CCD-085 (Kitchen Towels)
 - c. EcoLogo CCD-086 (Hand Towels)
 - d. Green Sea® GS-1 (Sanitary Paper Products)
 - e. Green Seal® GS-9 (Paper Towels and Napkins)
13. Inks for printing and graphics are vegetable-based and approved for use by U.S. Food and Drug Administration, where required.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

³ A public database of fluorine-free foodware products and additional guidance on sustainable alternatives is available from the [Center for Environmental Health's Single Use Foodware](#) page and [available here](#).

Indoor Furniture Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
<ul style="list-style-type: none"> ● GREENGUARD® Gold ● SCS Indoor Advantage Gold ● <i>Cradle to Cradle Certified™</i> Products Program ● BIFMA Level® ● FSC (for products containing wood) ● Textile certifications: <ul style="list-style-type: none"> ▪ GOTS ▪ STANDARD 100 by Oeko-Tex® ▪ STeP by Oeko-Tex® ▪ <i>Cradle to Cradle Certified™</i> Products Program ▪ Facts ● Health Product Declaration (HPD) ● Declare Label 	<p>Must be free of the 5 chemical classes of concern described in the Specifications section below. Acceptable documentation of compliance includes at least one of the following⁴:</p> <ul style="list-style-type: none"> ● Third-party certified as meeting credit 7.4.4, Targeted Chemical Elimination, of ANSI/BIFMA Level® e-3 Furniture Sustainability Standard (2019 version) ● Certified to the GreenScreen standard for Furniture and Fabrics Version 1 or higher at the Bronze level, and listed on the GreenScreen Furniture and Fabric Certification list of certified products ● Received the Green Health Approved Seal for Furniture, and is listed on the Green Health Approved list for Healthier Furniture 	<p>Must have at least one of the following additional certifications:</p> <ul style="list-style-type: none"> ● BIFMA Level® certified (preference for 2 or 3) ● <i>Cradle to Cradle Certified™</i> (preference for Silver or Gold level) ● FSC Certified wood ● Textiles certified by one of the recognized textile certifications ● Complete HPD ● Complete Declare Label 	<p>Task and lounge seating (including textiles), height-adjustable tables, work surfaces, modular furniture systems, bookcases, filing cabinets</p>

Scope

Indoor Furniture includes individual (e.g., task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g., markerboards and tackboards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture. Furniture does not include office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

⁴ Furniture products approved as meeting the minimum requirements during the 2019 UC Office Furniture bid (resulting contract numbers 2019.001899, 2020.001890, 2019.001896) may meet this criterion without proof of certification.

Specifications⁵

The following specifications apply to the finished product as assembled, unless otherwise noted. For example, compliance with the VOC emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

Suppliers shall limit product finishes and textile offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC emission certificate (i.e., some surface materials are not included in a product's VOC certification).

The University shall require furniture meeting the following specifications for hazardous chemical classes:

1. **Flame Retardants**: All furniture shall be free of flame-retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
 - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
 - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
 - i. No halogenated flame-retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
 - ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
2. **Formaldehyde and Volatile Organic Compounds (VOCs)**: All furniture shall comply with ANSI/BIFMA Level® e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
 - a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA Level® M7.1, as appropriate.
 - b. Furniture products that additionally meet ANSI/ BIFMA Level® e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
 - c. Products with UL Environment GREENGUARD® Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
 - d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
 - e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).
3. **Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments**: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated

⁵ These specifications were adapted from the [University of California Systemwide Office Furniture bid](#).

polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.

4. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, except for triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
5. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
6. All fabrics/textiles utilized on a finished product must be cleanable without dry-cleaning chemicals.
7. Heavy Metals: Avoid (when possible) the use of heavy metals and hexavalent chromium in plated finishes as outlined in LEED Healthcare MRc5.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

Lighting

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
<ul style="list-style-type: none"> • Voluntary California Quality Light-Emitting Diode (LED) Lamp Specification Criteria • Quality Specifications for Linear LED Lamps and Retrofit Kits and Fixtures 	<p>Applicable product types must be on either of the following Million LED Challenge (MLC) listings:</p> <p>https://mlc.portalced.com/MillionLampChallenge/</p> <p>https://millionledchallenge.com/purchase</p>	<p>Applicable product types must be on either of the following Million LED Challenge (MLC) listings:</p> <p>https://mlc.portalced.com/MillionLampChallenge/</p> <p>https://millionledchallenge.com/purchase</p>	<p>LED troffer retrofit kits, LED troffer luminaires, linear LED lamps and drivers, screw-base light sources (A-lamps, PAR-lamps, R-lamps, retrofit kits, MR-16 lamps)</p>

Scope

The [Million LED Challenge](#) is a collaboration between the University of California, California State University, California Community Colleges, and Department of General Services (California Public Building Partnership (CBCP)) with the objective of deploying high-quality, high-efficacy LED light sources to students, staff, faculty, alumni, and retirees.

Recent technology developments, in combination with California's leading regulatory environment, have led to the development of high-quality LEDs intended for the replacement of linear fluorescent lamps and light fixtures. These LED products have improved performance, including color characteristics that emulate the expected performance of incandescent technology with high efficiency.

Inspired by recent research outcomes and the industry's willingness to produce these products, the CPBP developed and launched a high visibility, statewide light source conversion program known as the Million LED Challenge (MLC). Phase 1 of the effort addressed medium screw-based lamps. Phase 2 promotes the utilization of high efficiency, high-quality replacement linear LED products (i.e., TLEDs), troffer retrofit kits and new troffer luminaires.

Specifications

Specifications are available on both MLC Phase 1 and Phase 2 websites:

- [Phase 1 \(medium screw-based lamps\)](#)
 - Approved Product Listing: <https://mlc.portalced.com/MillionLampChallenge/>
- [Phase 2 \(high-quality replacement linear LED products \(i.e. TLEDs\), troffer retrofit kits, and new troffer luminaires\)](#)
 - Approved Product Listing: <https://mlc.portalced.com/MillionLampChallenge/>

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 21/22, the University should reach its Preferred Level target no later than the close of FY 23/24.

Office Supplies

Green Spend Criteria

Product or Service Category	Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
Office/Copy Paper	<ul style="list-style-type: none"> FSC Recycled Post-consumer recycled content (PCRC) Processed Chlorine Free (PCF) Green Seal® (GS-07) Agricultural residue⁶ content 	A minimum of 30% PCRC or agricultural residue content (or GS-07 certified)	100% PCRC or agricultural residue content, or FSC Recycled labeled, with additional preference for paper that is PCF	Copy paper
Paper Products (other than office/copy paper)	<ul style="list-style-type: none"> FSC - Chain of Custody Sustainable Forestry Initiative (SFI) Post-consumer recycled content (PCRC) Total recycled content Processed Chlorine Free (PCF) Green Seal® (GS-07) 	A minimum of 30% PCRC ⁷	100% recycled content with minimum 50% PCRC; 90% PCRC wire components; water-based or plant-based adhesives; and additional preference for PCF, FSC, and/or SFI labeled products ⁸	Calendars, envelopes, folders, notepads
Non-Paper Office Supplies	<ul style="list-style-type: none"> Post-consumer recycled content (PCRC) Total recycled content Non-antimicrobial EPA Comprehensive Procurement Guidelines (CPG) Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies 	Meets the minimum CPG recycled-content levels for Non-Paper Office Products , and a minimum 30% recycled content for all writing utensils (dry-erase markers, highlighters, markers, pens, and pencils) or other plastic-based accessories	Meets the recycled content specifications in the Preferred EPP Specifications as listed by the Northeast Recycling Council (NERC) , and free of antimicrobial coatings	Binders, paper clips, plastic-based accessories, writing utensils
Toner	<ul style="list-style-type: none"> Remanufactured⁹ High yield 	Is remanufactured <i>or</i> high yield	Is both remanufactured <i>and</i> high yield	

⁶ Must come from sustainably grown and harvested, non-GMO sources that do not replace forest stands or food crops.

⁷ Aligns with [CA Department of General Services \(DGS\) Purchasing Standard DGS-441200-A for Paper Product Office Supplies](#) and [Northeast Recycling Council \(NERC\) Model EPP Specifications and Purchasing Guidelines for Office Supplies](#).

⁸ Modeled from [Northeast Recycling Council's Preferred EPP Specifications for Paper Office Supplies](#).

⁹ Shall meet the [State of California's Specifications for Remanufactured Toner and Ink Cartridges](#)

Scope

Office/Copy paper refers to standard office printing and copy paper.

Paper Office Supplies includes writing paper (pads), packing paper, folders, letter folders, expandable filing folders, hanging folders or accessories, binders and indexes, hanging folders, dividers, file pockets, standard envelopes, packaging cartons, mailers, easel pads, sticky notes, storage boxes and desk pad calendars.

Non-paper Office Supplies includes binders, clipboards, file folders, clip portfolios, presentation folders, plastic desktop accessories (desk organizers, desk sorters, desk and letter trays, and memo, note and pencil holders), plastic envelopes, and writing utensils (dry-erase markers, highlighters, markers, pens, and pencils).

Toner - Additional recommendations can be found from the [State of New York's Approved Specifications for Monochrome Toner Cartridges](#).

Specifications

No additional specifications currently.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

Water Appliances and Fixtures

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
WaterSense®	WaterSense® Certified	WaterSense® Certified	Faucets, toilets, irrigation controllers, pre-rinse spray valves, and urinals

Scope

This category includes all products covered by WaterSense® including residential toilets, showerheads, bathroom faucets, commercial toilets, urinals, pre-rinse spray valves, irrigation controllers, and spray sprinkler bodies.

Specifications

To minimize operational issues, it is recommended that toilet and bowl assemblies shall have a [MaP](#) rating of 1000.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

7. Universal Guidance for all Products

Some Green (environmental) sustainability criteria are applicable across all, or many different product or service categories. The following criteria should be considered for all applicable categories and included in the specifications for all relevant bid solicitations and contracts.

Chemicals of Concern Specifications

In accordance with the [UC Sustainable Practices Policy](#) Section V.G.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.

Additionally, where applicable, products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging should strive to meet all eleven of the [Kaiser Permanente Chemicals of Concern Criteria](#)¹⁰, including, but not limited to:

- a. Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers – All homogenous electronic parts are compliant with all [European Union Restriction of the Use of Certain Hazardous Substances \(EU RoHS\)](#) Directive’s restricted limits (excluding exemptions).
- b. Polyvinyl chloride (PVC) – Does not contain PVC.
- c. Prop 65 Chemicals – Does not contain intentionally added [chemicals listed by the State of California](#) to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If products contain Prop 65 chemicals, supplier must disclose the Chemical Abstracts Service (CAS) #'s.
- d. Persistent, bioaccumulative and toxic chemicals (PBTs) – All homogeneous materials must contain less than 1000 ppm of PBTs.
- e. Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
- f. Antimicrobial/antibacterial agents¹¹ – Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

Packaging Specifications

The University Standards for sustainable packaging materials will be outlined in all relevant bid solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet these UC Standards.

Minimum Requirements

- a. In accordance with the [UC Sustainable Practices Policy](#) section III.F.3., the University does not allow the sale, procurement, or distribution of packaging foam other than that utilized for laboratory supply or medical packaging and products. For related policy implementation procedures, reference the [Foam Ban Guidance](#) below.
- b. 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

¹⁰ In the event of a conflict in requirements between Kaiser Permanente’s Chemicals of Concern Criteria and any category-specific criteria, the category-specific criteria should take precedence.

¹¹ This includes hand and dish soaps labeled as antibacterial, except where required for use in hospitals and food service settings. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, except for triclosan and triclocarban which are explicitly prohibited.

containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight.

Additional Criteria

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 postconsumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#)
- e. Uses locally recyclable or certified compostable material.

Additional consideration in bid evaluations should be given to suppliers who meet more than one criterion listed above for packaging, and preference should be given to those using reusable packaging (b).

Foam Ban Guidance

In accordance with section III.F.5. of the [UC Sustainable Practices Policy](#), the University has prohibited the sale, procurement and/or distribution of packaging foam, other than that utilized for laboratory supply or medical packaging and products. The following guidance is meant for sourcing and procurement professionals and is intended to leverage large sourcing opportunities to mitigate single use packaging foam waste in support of UC's [Zero Waste](#) goals.

1. Scope

The ban on expanded plastic foam materials in packaging applies to all packaging brought onto UC campuses via the purchase of goods for the University. The only exception to this ban is for the purchase of products utilized in laboratory or medical settings.

2. Enforcement

This ban is a requirement of the UC Sustainable Practices Policy, meant to support UC's Zero Waste goal. The [UC Terms and Conditions](#) include the policy language regarding this ban, which is included when contracting with suppliers for the purchase of goods. When conducting a competitive bid for goods, the University must incorporate language into all Requests for Proposals/Quotes/Information (RFx's) articulating this ban, including in the qualitative evaluation, and ensure that it is addressed as part of the final award.

If a supplier claims to be unable to meet the requirements of the ban, an exemption will require UC approval in accordance with the instructions below. The exemption process is not required for one-time purchases. In the case of one-time purchases, the supplier should be required to take back non-compliant packaging upon delivery. For UC contracts executed prior to January 1, 2020, enforcement of this ban (including a possible exemption request) must be addressed during the next contract amendment, extension, or as part of a new award.

All off-contract purchases are also required under UC policy to abide by this ban. It is the responsibility of the person buying goods on behalf of UC to be aware of UC policy.

3. Exemption Process

If a supplier is unable to meet UC's ban on expanded plastic foam material in packaging and UC still intends to do business with that supplier, then the supplier must apply for an exemption. To do so, the supplier must submit a completed Foam Packaging Ban Exemption Form including all required documentation to substantiate their exemption.

Suppliers can download the [Request for Exemption Form](#) from the UC Procurement website. UC staff can download this form using the link above or from the [UC Forms & Policies SharePoint portal](#).

Suppliers must submit their Exemption Form to the appropriate commodity manager, buyer or other employee authorized to contract for, or purchase goods from, a supplier on behalf of the UC. The Policy Exception Authority must grant approval of the Exemption request. A copy of all submitted (approved and denied) Exemption Forms must be submitted to the appropriate Sustainability Office for reference.

8. Economically and Socially Responsible Spend

Economically and Socially Responsible (EaSR) Spend is defined as spend on products or services supplied by a business holding at least one of the UC-recognized classifications or certifications listed below. UC has a 25% economically and socially responsible spend goal. The table below outlines the certifications and criteria that the University uses to define EaSR spend. It also includes a category for Preferred Certifications, which are certifications offered by California (CA) government agencies and/or of CA-based businesses. There is currently no set goal for spend with suppliers meeting the Preferred Certification criteria.

The percentage of EaSR Spend is calculated using the following methodology, for a particular time period:

$$\left(\frac{\text{Total spend on goods or services from a business that holds a UC-recognized EaSR certification}}{\text{Total Addressable Spend}} \right) \times 100$$

EaSR Spend Criteria

Expenditures on products and/or services supplied by businesses holding at least one of the UC-recognized certifications and standards outlined below will be counted towards UC EaSR Spend reporting.

Recognized Certifications and Standards – These are reputable government or nationally recognized certifications and standards UC recognizes as identifying suppliers that may have a positive impact on society and/or the economy. Suppliers with these certifications and standards should be flagged in Hosted and Punch-out Catalogs.

Preferred Certifications - These are reputable government or nationally recognized certifications UC recognizes as identifying suppliers that may have a positive impact on society and/or the economy within California specifically. Suppliers with these certifications are to be flagged in Hosted and Punch-out Catalogs.

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Small Business	All government agency certifications and accepted third party certifiers. Note that self-certification as Small in U.S. System for Award Management (SAM) is accepted as well as any other small business certifications that also certify a business's status as socially and economically disadvantaged such as (WOSB, VOSB, SDVOSB, SDB, etc.).	<ul style="list-style-type: none"> • CA DGS certification or California state or local agency certification • HUBZone certified • SBA 8(a) • WOSB and EDWOSB certified
Disadvantaged Business Enterprise	All government agency certifications.	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Women-owned Business	<p>All government agency certifications and accepted third party certifiers, such as those approved by the SBA:</p> <ul style="list-style-type: none"> • El Paso Hispanic Chamber of Commerce • National Women Business Owners Corporation • U.S. Women's Chamber of Commerce • Women's Business Enterprise National Council 	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
BIPOC (Black, Indigenous, and People of Color) Business ¹²	<p>All government agency certifications and accepted third party certifiers, such as:</p> <ul style="list-style-type: none"> • State and Local Government Certifying Agencies • National Minority Supplier Development Council (NMSDC) 	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Veteran-owned Business	All government agency certifications and accepted third party certifiers.	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Service Disabled Veteran-owned Business	All government agency certifications and accepted third party certifiers.	DGS DVBE
AbilityOne	U.S. AbilityOne Commission	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
LGBT-Owned Business	<p>All government agency certifications and accepted third party certifiers, such as:</p> <ul style="list-style-type: none"> • California Public Utilities Commission (CPUC) • National LGBT Chamber of Commerce (NGLCC) 	All government and accepted third party certifiers included, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.

¹² Note that Federal, State, local and non-governmental agencies commonly refer to businesses under this classification as “Minority Businesses.” The University recognizes this term is generic and has historically connoted inferiority and dehumanized marginalized groups. “Minority Business” certifications do qualify under this criterion, but the University recognizes a need to shift the use of terms in this space and welcomes the different and nuanced experiences of BIPOC communities.

9. Best Practices for Procurement Services¹³

1. Market basket lists can be used as a tool for increasing the purchase of sustainable products at competitive and affordable prices. By only including products meeting the Required and Preferred Level of sustainability criteria in a market basket list, the University may be able to achieve reduced rates that will in turn direct spend towards sustainable products over conventional products. Allowing for revisions to the market basket beyond traditional changes in volume/spend patterns may allow for more competitive pricing on newly added sustainable items.
2. Through bid specifications and contract provisions, require suppliers to:
 - a. Offer eCommerce capabilities, including:
 - i. clearly identifying UC-recognized “light green” and “dark green” sustainable items in product Catalogs.
 - ii. ensuring that any additional sustainability symbols/icons/certifications are displayed along with attribute details per product (e.g., a product with a recycled content symbol must also have in its product description details about the percentage of total recycled content and post-consumer recycled content).
 - iii. blocking and/or restrict pre-identified conventional items from being purchased online so University employees are compelled to purchase products that comply with UC’s Sustainable Procurement Policies and Guidelines.
 - iv. auto-substituting pre-identified conventional products with sustainable products on the market basket list when end-user places conventional item in online cart.
 - v. making sustainable items display first in online Catalog search results or make them easily found within online product Catalogs through effective search tools, search filters, and related navigational tools.
 - b. Incentivize consolidated deliveries whenever feasible (e.g. deliveries only on certain days of the week or reduced pricing for consolidated shipping), and
 - i. document or illustrate how the delivery consolidation method reduces the UC and supplier’s carbon footprint (e.g., reduction in fossil fuel use, carbon emissions, packaging materials, or on-site vehicle traffic).
 - c. Use only delivery service companies that are participants in [EPA’s Smartway Partnership Program](#).
3. LEED credits should be incorporated into all procurement associated with new facility construction and major renovations.¹⁴
4. These Guidelines (particularly the Green Spend Criteria) should be required of all providers that lease space or provide contracted goods or services at UC locations. Locations should include the Sustainable Procurement Policy and Guidelines provisions in lease language as new leases and contracts are negotiated or existing leases are renewed, and should work to incorporate these practices, as much as possible, within the timeframe of current leases.

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, should be held responsible for compliance with these Guidelines. The provisions should apply regardless of the business relationship between the parties (i.e. whether a gift, acquisition, ground lease and/or lease).

¹³ Some of the content from this list is modified from the [Northeast Recycling Council](#).

¹⁴ Guidance is available from the [City of Phoenix](#).

10. Approval Procedure Updates and Changes

Changes to this document must be approved by the UC Procurement Leadership Council (PLC) per the recommendations of the Sustainable Procurement Working Group.

Change Log

Approval Date	Summary of Changes	Approved by	Product Categories Impacted	Start Date for Reporting on New or Updated Categories
8/10/18	Implementation of UC Sustainable Procurement Guidelines	UC Procurement Leadership Council	Electronics, cleaning supplies, copy paper, paper office supplies (other than copy paper), non-paper office supplies, toner, indoor furniture, compostable food service ware, water appliances/fixtures	7/1/2018
10/15/19	Added new section "Packaging Foam Ban Guidance"	UC Sustainability Steering Committee	All where product packaging is involved.	
10/15/21	Definitions updated, clarification of "required" v. "preferred" green spend, updated outdated accepted certifications lists for many product categories, updated compostables guidance to comply with the UC Sustainable Practices Policy, addition of food and beverages; flooring; and lighting; clarification of some of the categories on the EaSR list, reformatting changes for readability.	UC Procurement Leadership Council	All product categories, furniture, food and beverages, flooring, and lighting	

11. Appendices

The “Dollar not Spent” and Green Spend

As with waste, the hierarchy of environmentally sustainable spend starts with reduce and reuse. As such, in the assessment of Green Spend, the “dollar not spent” can be included in Green Spend calculations. This concept is addressed in the following section. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a site’s annual Green Spend reporting (outlined in the [Reporting section](#) above).

How to calculate the dollar not spent:

Items that are not purchased due to education and reduction activities and/or items that are reused on campus may be added to the Green Spend calculation at campus discretion. The process for adding these to the Green Spend calculation is as follows:

$$\left(\frac{\text{Green Spend purchase per category} + \text{approximate market value of goods not purchased}}{\text{Addressable spend per category} + \text{approximate market value of goods not purchased}} \right) \times 100$$

To determine the approximate value of goods not purchased, campuses should use an appropriate combination of the methodologies below:

Method 1: Reuse (for example, goods reused from surplus operations)

STEP 1. Determine the current market value of the goods if they were purchased new.

STEP 2. Sum the product cost (quantity of goods x current market value of goods).

STEP 3. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods is to be determined as the average purchase price of the equivalent good available on systemwide contracts (or an average market value of equivalents if no systemwide contract exists).

Method 1 Example: 4 desks and 3 desk chairs re-used on campus in surplus operations.

STEP 1: Determine the average cost for the 4 desks and 3 desk chairs from relevant systemwide contracts (e.g., average cost of desk is \$2000 each, average cost of chair is \$1,500 each).

STEP 2. Sum the product cost of the items (4 x \$2,000) + (3 x \$1,500) = \$12,500

STEP 3. Include the market value of the goods in the numerator and denominator for the calculation for green spend:

$$\left(\frac{\text{Green Spend purchase per category} + \$12,500}{\text{Total Addressable Spend in a given category} + 12,500} \right) \times 100$$

Method 2: Normalized Reduction in Purchase of Commodity Goods

Where:

Product use (goods purchased) is a function of the number of staff/users.

STEP 1. Determine the quantity of goods purchased per driver in a baseline year:

Equation:

Baseline quantity of goods consumed
Baseline quantity of driver

For example:

Baseline # reams of copy paper purchased
Baseline # Full Time Equivalent staff

Baseline # gallons of cleaning products purchased
Baseline # square feet of cleaned space

STEP 2. Determine the quantity of goods purchased per driver in the current year using equations as above:

Equation:

Current quantity of goods purchased
Current quantity of driver

For example:

Current # reams of copy paper purchased
Current # Full Time Equivalent staff

Current # gallons of cleaning products purchased
Current # square feet of cleaned space

STEP 3. Determine the total difference in the quantities of goods purchased between the baseline and current years (savings) using the following equation:

Equation:

Current quantity of driver x (Baseline quantity of goods per driver – Current quantity of goods per driver)

Example:

Paper: Current number of FTEs x (Baseline number of reams of copy paper purchased per FTE – Current number of reams of copy paper purchased per FTE)

Cleaning: Current number of sq. ft. cleaned x (Baseline number of gallons of cleaning product purchased per sq. ft. cleaned - Current number of gallons of cleaning product purchased per sq. ft. cleaned)

STEP 4. Determine the value of savings based on the current market value of goods.

STEP 5. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods: is to be determined as the average price of the equivalent good available on systemwide contracts (or an average market value of equivalents if no systemwide contracts product available).

Note that if the purchase of one commodity is replaced with purchase of a different (but similar) commodity, this should not be considered a reduction.

Method 2 Example (Using copy paper as the good purchased):

STEP 1: Determine the quantity of goods purchased per driver in baseline year

Baseline year: FY 05/06

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 800 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE: $500/800 = .625$ reams per FTE

STEP 2: Determine the quantity of goods purchased per driver in current year

Current year: FY 17/18

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 1500 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE: $500/1500 = .33$ reams per FTE

STEP 3: Determine savings per driver between baseline and current year

Current # FTEs x (reduction in reams per FTE) = $1500 \text{ FTEs} \times (.625 \text{ reams per FTE} - .33 \text{ reams per FTE})$

= 421.5 reams of paper

STEP 4: Determine the average value of the savings/reduction

Average value of a ream of paper in UC contract: \$5

$\$5 \times 421.5 \text{ reams of paper} = \$2,107.5$

STEP 5: Add the value of the reduction to both the numerator and the denominator of the Green Spend equation for the product category

$$\left(\frac{\text{Green Spend purchase per category} + \$2,107.50}{\text{Total Addressable Spend in a given category} + 2,107.50} \right) \times 100$$

Method 3: Replacement of disposables with reusables

If successful methods have been found to identify reuse numbers where disposables were the standard business as usual, the market value of these disposables may be used in Green Spend calculations. An example of this might be the use of reusable to-go containers at dining locations where reusables are “checked out,” so specific numbers of reusables are available.

In these cases, the value of the disposables displaced may be considered Green Spend and added to the numerator and the denominator for the Green Spend calculation. The process for calculating this is as follows:

STEP 1. Determine number of goods displaced.

STEP 2. Determine value of goods displaced per unit.

STEP 3. Calculate total value of goods displaced (number of goods displaced) x (value of goods displaced per unit).

STEP 4. Include the current market value of goods in the numerator and denominator of the Green Spend Calculation.

Method 3 Example:

For this example, a dining operation uses reusable to-go containers and tracks their usage. 500 reusable to-go containers are used in a year.

STEP 1. Determine number of goods displaced

From the example above, 500 to-go containers are displaced

STEP 2. Determine value of goods displaced per unit

Alternative compostable to-go containers cost \$0.20 each (on systemwide or local contract).

STEP 3. Calculate total value of goods displaced

500 compostable to-go containers x \$0.20/container = \$100

STEP 4: Add the value of the savings/reduction to both the numerator and the denominator of the Green Spend equation for the product category:

$$\left(\frac{\text{Green Spend purchase per category} + \$100}{\text{Total Addressable Spend in a given category} + 100} \right) \times 100$$

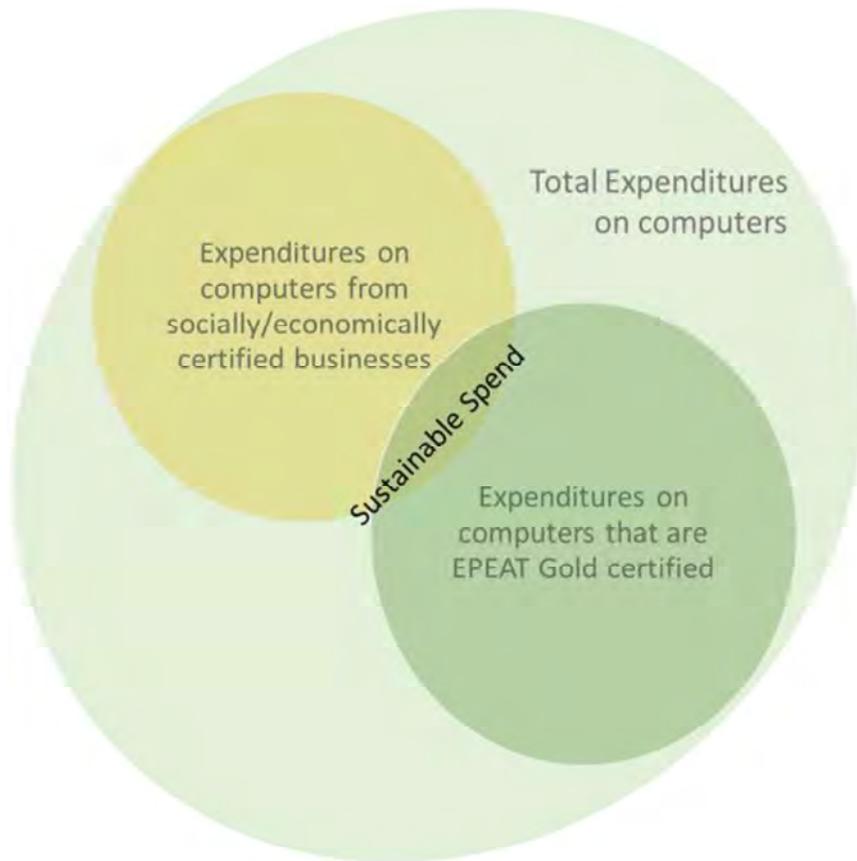
Sustainable Spend

Sustainable Spend is a concept the University is evaluating, looking at the intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements for Green Spend as well as for Economically and Socially Responsible (EaSR) Spend. Thus, Sustainable Spend is defined as the expenditures on products in a particular product category that are supplied by a business holding one of the UC-recognized EaSR certifications, in addition to the product meeting the Preferred Level Green Spend criteria.

Figure 1 below illustrates an example calculation for the percentage of Sustainable Spend for computers over a given time period:

$$\left(\frac{\text{Expenditures on EPEAT® Gold certified computers from Small Business suppliers}}{\text{Total Addressable Spend on computers}} \right) \times 100$$

Figure 1. Sustainable Spend for Computers



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 Hazardous and Medical Waste. 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 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 \$50M 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



ADMINISTRATION AGREEMENT

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 dated _____, 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 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.

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 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 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A 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

8. 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 12 – 23, 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.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master 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.

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 __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, 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 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
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

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
d/b/a OMNIA Partners Public Sector

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

EXAMPLE

OMNIA PARTNERS EXHIBITS
EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

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 (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) 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 a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org 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(h), 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.

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, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party 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 NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL,

EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA 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) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXEMPLARY

OMNIA PARTNERS EXHIBITS

EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT D - PRINCIPAL PROCUREMENT AGENCY CERTIFICATE EXAMPLE FOR UCOP

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

**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 with proposal.

The following certifications and provisions may be required and apply when a 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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency’s best interest.

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

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 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).

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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 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.

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 for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all 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

**OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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

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.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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 books, documents, papers and records of offeror that are directly 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 AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

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

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: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

**OMNIA PARTNERS EXHIBITS
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 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

**OMNIA PARTNERS EXHIBITS
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 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:*

*I am the _____ of the firm of _____
Title Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

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EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:*

*I am the _____ of the firm of _____
Title Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

**OMNIA PARTNERS EXHIBITS
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 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

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- 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.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their Certificate of Employee Information Report

OR

- 3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the

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

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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 it 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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued **C. 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

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**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.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, 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	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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 BOROUGHS 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 CITES
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
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, 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:**

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, 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 MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

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
 CADDO PARISH 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
 MARION COUNTY SCHOOL DISTRICT
 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

Certificate Of Completion

Envelope Id: 634F8E9D-6F4A-48A3-A16D-E553E59B782F
 Subject: Council Legislation - Clean Harbors Environmental
 Source Envelope:
 Document Pages: 346
 Certificate Pages: 16
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 5
 Initials: 0

Envelope Originator:
 Procurement Resource Group
 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 prg@nashville.gov
 IP Address: 170.190.198.185

Record Tracking

Status: Original 9/3/2025 7:53:47 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events

Elizabeth Jefferson
 elizabeth.jefferson@nashville.gov
 Security Level: Email, Account Authentication (None)

Signature

Elizabeth Jefferson

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Timestamp

Sent: 9/3/2025 8:15:55 AM
 Viewed: 9/3/2025 10:22:57 AM
 Signed: 9/3/2025 10:24:34 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

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

Sent: 9/3/2025 10:24:49 AM
 Viewed: 9/3/2025 10:34:47 AM
 Signed: 9/3/2025 10:34:54 AM

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: 170.190.198.100

Sent: 9/3/2025 10:35:08 AM
 Viewed: 9/3/2025 11:46:00 AM
 Signed: 9/3/2025 11:46:27 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/3/2025 11:46:00 AM
 ID: bde89393-1b7e-4962-b580-54002895e2e1

Macy Amos
 macy.amos@nashville.gov
 Security Level: Email, Account Authentication (None)

Macy Amos

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Sent: 9/3/2025 11:46:42 AM
 Viewed: 9/3/2025 1:40:37 PM
 Signed: 9/3/2025 1:40:50 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/3/2025 1:40:37 PM
 ID: b4f3c6d1-bdb9-4816-8a57-55a41961f5cc

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 9/3/2025 1:41:05 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 9/3/2025 7:45:52 AM
ID: 787c9d85-3f08-4022-b116-4823b0f4d468

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 9/3/2025 1:40:37 PM
ID: b4f3c6d1-bdb9-4816-8a57-55a41961f5cc

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: 9/2/2025 12:46:21 PM
ID: bb94f028-7b0b-4121-b97d-f9db61ce57f0

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/3/2025 8:15:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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