

University of California (UC)

Contract # 2021.003053

for

UC System-wide Disaster Relief

with

ATI Restoration, LLC

Effective: August 5, 2021

The following documents comprise the executed contract between the University of California and ATI Restoration, LLC effective August 5, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2021.003053

The Master Services 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 ATI Restoration, LLC, 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.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("RFP 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 **August 5, 2021** and through **August 5, 2026** 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 **August 5, 2021** and through **August 5, 2026** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for successive **five** -year periods (each, a Renewal Term), by providing Supplier with at least **sixty** calendar days' written notice before the end of the Initial Term or any Renewal Term.

- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) If any termination of the Agreement takes place, Supplier shall extend to UC, upon UC's request, an additional (90) day period to properly implement a smooth transition. Supplier agrees to continue to provide services to UC on a month-to-month basis during the additional ninety (90) days period at the prices, terms and conditions in effect at that time.

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. 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

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

1. Volume Discount - ATI Restoration, LLC will offer a 2% discount upon all sales immediately following a \$5 million dollar annual spend. Spend is defined as receipt of payment for services rendered. Once the cumulative UC and OMNIA Partners, Public Sector ("Participating Public Agencies") spend reaches the \$5 million threshold within a one-year period, all subsequent spend will be subject to a 2% discount. This 2% discount will continue for one year following the date the \$5 million spend was reached. If the \$5 million spend threshold is not reached within this following one-year period, the 2% discount will suspend until another \$5 million spend threshold is reached within a one-year period. ATI agrees to continue relevant discounts across the transition to an exercised option period.
2. UC Pricing offered to UC - We agree to offer UC Pricing to Participating Public Agencies for non-prevailing wage projects. The Competitive Coefficient Multiplier (CCM) must be applied to local Prevailing Wage Determinations where Prevailing Wages apply. However, at no time will Pricing be offered to any client that is below UC Pricing.
3. Blanket Purchase Arrangement (BPA) Discount - For UC and Participating Public Agencies that agree to an exclusive Blanket Purchase Agreement with ATI Restoration, LLC, orders placed pursuant to this agreement will receive a 1% discount on said orders. UC and Participating Public Agencies must use ATI Restoration, LLC as an exclusive source of supply for Disaster Recovery Services for this discount to apply.
4. Prompt Payment Discount - For payments received within 10 days of invoicing, ATI offers a 1/2% discount. Electronic means of payment are preferred (i.e. ACH), and P-Card/Credit Card purchases will not be accepted.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows:

No amendments to the Article 3 of the Terms and Conditions.

5. Notices

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

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

Name	Monte Ratzlaff, Cyber-Risk Program Manager
Phone	(510) 987- 0858
Email	Monte.Ratzlaff@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Reynaldo Cano-Boza Senior Commodity Manager
Phone	(510) 987- 9893
Email	Reynaldo.Cano-Boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Mark Owens Vice President of CORE Services ATI Restoration, LLC
Phone	714-283-9990 (Office) 619-204-4949 (Mobile)
Email	Mark.owens@atirestoration.com
Address	3330 East La Palma Avenue
	Anaheim, CA 92806

6. Intellectual Property, Copyright and Patents

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

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

7. Patient Protection and Affordable Care Act (PPACA)

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

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

8. Prevailing Wages

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

9. Fair Wage/Fair Work

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

10. 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).

11. 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 – **ATI Restoration, LLC**

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

None

13. Notice of Violation

Supplier must provide notice to UC if Supplier receives a notice of violation, government enforcement order or investigation of civil or criminal lawsuit regarding (a) permits and licenses or (b) violations related to Prevailing Wages and Fair Wage/Fair Work.

14. Permits and Licenses

Copies of Supplier’s current licenses or permits, as noted here, were provided as attachments to the RFP that proceeded this Agreement. Supplier is responsible for maintaining current licenses and permits as required by Federal, State and Local regulatory agencies and for providing updated copies to UC. At any time, the UC Contract Administrator may request new current copies of these and other applicable licenses and permits as relate to the performance of services under this agreement.

15. 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.

16. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 4/5/21 are hereby amended as follows:

No amendments to the original UC Terms and Conditions of Purchase dated 4/5/21.

17. Amendments to Appendix – Data Security

No amendments to the Appendix – Data Security section.

18. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated ____4/5/21____ is hereby amended as follows:

No amendments to Appendix – Business Associate.

19. Amendments to Appendix – General Data Protection Regulation

There are no amendments to Appendix – General Data Protection Regulation.

20. 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. UC-ATI Restoration, LLC System-Wide Purchase Agreement #2021.003053
- b. UC Terms and Conditions 4-5-21
- c. Attachment A – RFP Statement of Work
- d. Attachment B – UC and National Pricing Schedule
- e. Attachment C - UC Request for Proposal # (002364-Mar2021) UC System-Wide Disaster Relief
Supplier's responses thereto submitted on or about Date (RFP Response)
- f. Attachment D – UC Campus Statement of Work Template 7-12-17
- g. Attachment E - UC Sustainable Practices Policy
- h. Attachment F – Appendix Data Security 8-12-2019
- i. Attachment G – ATI Restoration, LLC Agreement Summary

22. 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

DocuSigned by:
Justin Sullivan
C51AF9F2384C40B...
(Signature)

Justin Sullivan
Executive Strategic Director
8/19/2021
(Date)

ATI RESTORATION, LLC


(Signature)

Mark Owens
Vice President of CORE Services
August 2, 2021
(Date)



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



Terms and Conditions of Purchase

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.

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.



Terms and Conditions of Purchase

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;
- 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



Terms and Conditions of Purchase

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



Terms and Conditions of Purchase

- 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, 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



Terms and Conditions of Purchase

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.

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.



Terms and Conditions of Purchase

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:



Terms and Conditions of Purchase

- 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.
- 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:
- 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.
 - 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.



Terms and Conditions of Purchase

- 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;
 - 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



Terms and Conditions of Purchase

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



Terms and Conditions of Purchase

breakdown 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



Terms and Conditions of Purchase

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.

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



Terms and Conditions of Purchase

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 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



Terms and Conditions of Purchase

- 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.);



Terms and Conditions of Purchase

- 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.
- 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.



Terms and Conditions of Purchase

- 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:

- 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



Terms and Conditions of Purchase

- 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



Terms and Conditions of Purchase

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 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



Terms and Conditions of Purchase

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 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



Terms and Conditions of Purchase

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



Terms and Conditions of Purchase

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

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.



Terms and Conditions of Purchase

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 bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, 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.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

- a. Upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- b. Ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

ATTACHMENT A: RFP STATEMENT OF WORK

Building & Site Stabilization
Water Mitigation
Board-up
Temporary Roofing
Thermal Imaging & Moisture Mapping
Dehumidification & Moisture Control
Fire, Smoke, Water Damage Response (Clean Up)
Odor Control
Emergency Power/Lighting
Temporary Air Conditioning and Cooling Towers
Temporary Barriers
Portable Toilets, Showers, Hand-washing Stations, & Laundry Facilities
Fuel Tankers

Bio-Hazard Services
Trauma Cleaning
Chemical Clean-up & Storage

VALUE-ADD SERVICES & BALANCE OF LINE PRICING

Although the University of California is seeking proposals for Disaster Relief which does not include reconstruction or construction, an Offeror may provide their complete line of products and services for Disaster Relief Services. Public Agencies and UC campuses have the ability to utilize the national cooperative contract and/or value add services at their convenience.

See ATTACHMENT # and Value Add Services are not limited to:

Facility Designation Services
Catastrophe & Mini CAT Management
Contingency Plan Implementation
Mobile Command Centers
Storm Tracking & Resource Allocation
Immediate Site Inspections & Estimates
Advanced Equipment and Resources Staging
Temporary buildings, shelters, CAT-Tent Communities

Environmental Services
Engineering controls/Consulting
Professional Licensed Testing
Mold Remediation
Bacteria and Virus Remediation
Asbestos & Lead-based Paint Abatement

Content Restoration
Electronics & Telecommunications
Equipment Restoration
Machinery/Industrial Equipment Restoration
Hard Drive Data Retrieval
Document/Vital Records Restoration
Media Recovery
Fine Art & Instrument Restoration
Complete Pack-out, Shipping, & Storage
Contents Inventory Management

Schedule A - Labor

LABOR RATES				
DISASTER RELIEF SERVICES	UOM	UNIVERSITY OF CALIFORNIA RATE <i>All Campuses</i> [CA Fair Wage/Fair Work; Non-Prevailing Wage]		COMPETITIVE COEFFICIENT MULTIPLIER [Prevailing Wage]
		Normal Hours	Overtime	
HEALTHCARE SERVICES				
Infection Control PhD Consultant (High Hazard Decontamination)				
Infection Control Project Manager (High Hazard Decontamination)				
Infection Control Supervisor (High Hazard Decontamination)				
Infection Control Technician (High Hazard Decontamination)				
Healthcare Project Manager				
Healthcare Superintendent				
Healthcare Supervisor				
Healthcare Technician				
Health & Safety Manager				
EMERGENCY/ RESTORATION SERVICES				
Restoration Project Manager				
Water/ Fire Mitigation Specialist				
Water Mitigation Specialist - Raw Sewage				
Contents Cleaning Technician				
ENVIRONMENTAL REMEDIATION SERVICES				
Environmental Project Manager				
Asbestos Abatement Specialist				
Mold Abatement Specialist				
Bio Hazardous Waste Specialist (Crime & Trauma Scene Cleanup)				
ELECTRONICS/ EQUIPMENT RESTORATION SERVICES				
Senior Electronics/ Equipment Consultant				
Electronics Equipment Consultant				
Electronics/Equipment Project Manager				
Electronics/Equipment Supervisor				
Electronics/Equipment Lead Technician				
BUILDING CONSULTING SERVICES				
Director Building Consultant				
Senior Building Consultant				
Building Consultant				
Technician Building Consultant				
Technology Specialist				
ADMINISTRATIVE SUPPORT				
Project Auditor				
Project Accountant				
Administrative				

NOTES:

UNIVERSITY OF CALIFORNIA CAMPUSES INCLUDE UCSF, UCD, UCB, UCSC, UCM AND OTHER NORTHERN UC LOCATIONS; UCSB, UCLA, UCI, UCR, UCSD AND OTHER SOUTHERN UC LOCATIONS. ALL U.S. STATE AND LOCAL GOVERNMENT AGENCIES (TO INCLUDE PUBLIC EDUCATION AND HEALTHCARE) CAN USE UTILIZE THIS CONTRACT AND PRICING.



Schedule A - Labor

COMPETITIVE COEFFICIENT MULTIPLIER (CCM): THE CCM SHOULD BE UTILIZED FOR PROJECTS REQUIRING PREVAILING WAGE FOR PARTICIPATING PUBLIC AGENCIES WITHIN OR OUTSIDE OF CALIFORNIA. CCM CAN BE DEFINED AS THE COSTS NOT INCLUDED WITHIN PREVAILING WAGE BASE RATE OR FRINGE BENEFITS (I.E. MOBILIZATION, STAFFING LEVELS, PROFIT MARGINS, CONTINGENCIES FOR THE LABOR, INFLATION). THE FORMULA FOR CALCULATING BILLABLE RATES ASSOCIATED WITH PREVAILING WAGE PROJECT IS AS FOLLOWS:

$[PW \text{ BASE RATE} + PW \text{ FRINGE RATE}] \times CCM = \text{BILLABLE HOURLY RATE}$

CCM CONTINUED - AT NO TIME WILL THE CCM BILLABLE HOURLY RATE BE LESS THAN THE UNIVERSITY OF CALIFORNIA RATE FOR ANY LABOR CLASSIFICATION OR EQUIVALENT, AS THEY REPRESENT THE LOWEST RATES TO THE UC SYSTEM. CCM RATES NOTED AS "N/A" ARE LABOR CLASSIFICATIONS THAT ARE NOT SUBJECT TO PREVAILING WAGE DETERMINATIONS. IN SUCH CASES, THE UNIVERSITY OF CALIFORNIA RATES WILL APPLY. IT SHOULD BE NOTED THAT SOME JURISDICTIONS REQUIRE HIGHER PREVAILING WAGE RATES THAN OTHERS. AS SUCH, AFTER APPLYING THE CCM, SOME CAMPUSES MAY BE A HIGHER BILLABLE RATE THAN OTHERS, DEPENDING ON LOCATION.

CCM CONTINUED - SOME OF THE LABOR CLASSIFICATIONS ABOVE MAY NOT HAVE AN EXACT EQUIVALENT IN SOME PREVAILING WAGE DETERMINATIONS. FOR EXAMPLE, THE CLOSEST EQUIVALENT PREVAILING WAGE CLASSIFICATION FOR A WATER/FIRE MITIGATION SPECIALIST WOULD BE A LABOR GROUP 1 IN SOUTHERN CALIFORNIA, OR A LABOR GROUP 3 IN NORTHERN CALIFORNIA. ATI IS REQUIRED TO UTILIZE CLOSEST LABOR CLASSIFICATION FOR EACH JURISDICTION, THE TITLES OF WHICH MIGHT APPEAR DIFFERENT THAN THE CLASSIFICATIONS LISTED ABOVE. ATI USES THE PREVAILING WAGE DETERMINATION LABOR CLASSIFICATION DESCRIPTIONS TO ASSESS THE PROPER CLASSIFICATIONS.

FOR ALL CATASTROPHE JOBS, ATI WILL CHARGE A FEE TOTALING [REDACTED] OF THE TOTAL INVOICE. THIS FEE WILL ASSIST IN COVERING CORPORATE OVERSIGHT, MANAGEMENT, INCLUDING: LARGE LOSS/CAT MANAGEMENT, ADMINISTRATIVE SUPPORT, WAREHOUSING, ACCOUNTS PAYABLE AND RECEIVABLE, LEGAL FEES, THE LOGISTICS OF REROUTING VITAL COMPANY RESOURCES, AND INCREASED LABOR RATES FOR TRAVELING STAFF.

A CATASTROPHE IS DEFINED AS FOLLOWS:

- ANY LOCAL, REGIONAL, OR NATIONAL STATE OF EMERGENCY
- ANY DISASTER RESULTING IN A RESPONSE FROM FEMA
- ANY JOB FOR WHICH ATI DEPLOYS THEIR CATASTROPHE TEAM
- ANY NON-CONSTRUCTION LEAD EXCEEDING ONE MILLION DOLLARS IN VALUE

FOR ALL CONSTRUCTION TIME AND MATERIAL PROJECTS, A [REDACTED] OVERHEAD FACTOR, PLUS A [REDACTED] PROFIT FACTOR WILL BE APPLIED TO THE ENTIRE ESTIMATE, INCLUDING: LABOR, MATERIALS, EQUIPMENT, SUBCONTRACTORS/VENDORS, EXPENSES, AND PER DIEM.

SUBCONTRACTORS, VENDORS, TRAVEL, LODGING, FREIGHT, TRANSPORTATION, TAXES, PERMITS AND ALL OTHER COSTS WILL BE INVOICED AT COST PLUS [REDACTED] OVERHEAD, PLUS [REDACTED] PROFIT.

ALL JOBS PERFORMED AFTER NORMAL BUSINESS HOURS WILL BE CHARGED AN EMERGENCY SERVICE FEE OF [REDACTED] NORMAL BUSINESS HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.

ATI STAFF WORKING HOLIDAYS WILL BE PAID DOUBLE TIME. ATI RECOGNIZES THE FOLLOWING NATIONAL HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY. FEDERAL, STATE AND LOCAL GOVERNMENT WORK MAY REQUIRE ADDITIONAL PAID HOLIDAYS WHICH WILL ALSO BE PAID AND CHARGED DOUBLETIME.



Schedule A - Labor

ALL OUTSIDE LABOR FOR THE SCOPE OF THE PROJECT WILL BE BILLED ACCORDING TO THE LABOR CLASSIFICATION AND HOURLY RATES PUBLISHED IN THIS DOCUMENT PLUS ALL APPLICABLE FEES SUCH AS PER DIEM, SMALL TOOLS, VEHICLES, LODGING, ETC. FOR OUTSIDE LABOR PROVIDED OUTSIDE OF THE RATES PUBLISHED IN THIS DOCUMENT, INVOICES FOR LABOR WILL BE SUBJECT TO A [REDACTED] OVERHEAD, PLUS A [REDACTED] PROFIT MARK-UP.

ATI PAYS ITS EMPLOYEES IN ACCORDANCE WITH ALL APPLICABLE OVERTIME LAWS. IN ALASKA, CALIFORNIA, NEVADA, PUERTO RICO, AND THE VIRGIN ISLANDS, OVERTIME IS EARNED AFTER 8 HOURS OF WORK IN A SINGLE DAY. IN CALIFORNIA, DOUBLETIME IS EARNED AFTER 12 HOURS IN A SINGLE WORKDAY AND AFTER 8 HOURS ON SUNDAY. IN COLORADO, OVERTIME IS EARNED AFTER 12 HOURS OF WORK IN A SINGLE DAY. IN ALL OTHER STATES, AN EMPLOYEE BEGINS TO EARN OVERTIME AFTER COMPLETING 40 HOURS OF WORK IN A MONDAY THROUGH FRIDAY WEEK.

IN ALL STATES, ALL HOURS WORKED ON SATURDAY AND SUNDAY ARE CONSIDERED OVERTIME. ADDITIONALLY, ALL HOURS WORKED ARE CUMULATIVE OVER ALL JOBS. HOURS ARE BILLED TO JOBS ACCORDING TO THE EMPLOYEE'S OVERTIME ELIGIBILITY WHEN THE HOURS ARE WORKED BY THE EMPLOYEE. THESE OVERTIME BILLING RATES SHALL APPLY REGARDLESS OF HOW MANY HOURS THE EMPLOYEE HAS SPENT ON THE RELEVANT PROJECT. EXAMPLE: IF A TECH WORKS 30 HOURS ON ONE JOB AND WORKS 20 HOURS ON THE NEXT JOB, THAT SECOND JOB WILL BE BILLED FOR 10 REGULAR HOURS AND 10 OVERTIME HOURS.

FOR PROJECTS INVOLVING TRAVEL AND/OR OVERNIGHT STAYS, ATI PROVIDES PER DIEM IN ACCORDANCE WITH THE U.S. GENERAL SERVICES ADMINISTRATION'S PUBLISHED PER DIEM RATES. THESE RATES CAN BE FOUND AT [HTTPS://WWW.GSA.GOV/TRAVEL](https://www.gsa.gov/travel) [REDACTED] N-BOOK/PER-DIEM-RATES. PER DIEM RATES ARE SUBJECT TO A [REDACTED] OVERHEAD FACTOR PLUS A [REDACTED] PROFIT FACTOR.

STANDARD RATES ARE RATES THAT APPLY TO WORK PERFORMED WITHIN STANDARD BUSINESS HOURS: 8:00 AM-5:00 PM, MONDAY THROUGH FRIDAY FOR NON-PREVAILING WAGE PROJECTS.

OUR RATES FOR LABOR, MATERIALS, AND EQUIPMENT DO NOT INCLUDE THE COSTS OF LOCAL AND STATE TAXES, LICENSING, OR PERMIT FEES.

A MINIMUM STAND-BY CHARGE OF 4 HOURS PER EMPLOYEE WILL BE BILLED.

THE HOURLY SCHEDULED LABOR RATES ARE BILLED PORTAL TO PORTAL (I.E. OFFICE TO JOBSITE OR JOBSITE TO JOBSITE) FOR ATI EMPLOYEES, VENDORS, AND SUBCONTRACTORS.

Schedule B - Materials

DESCRIPTION	CATEGORY	UOM	RATE
ABSORBANT BEAD/QUICK SORB	CHEMICALS		
ABSORBANT PAD	CHEMICALS		
ABSORBANT PAD HEAVY DUTY	CHEMICALS		
ABSORBANT SAFETY SPILL KIT	PPE		
ADHESIVE SPRAY	CONTAINMENTS		
AIR BLAST NOZZLE	HVAC		
AIR CASSETTES 37MM LEAD	AIR MONITORING		
AIR CASSETTES ASBESTOS	AIR MONITORING		
AIR NEUTRALIZER	CHEMICALS		
AIR WHIP MULTI-WHIP	HVAC		
ALCOHOL ISOPROPYL	CHEMICALS		
ANABEC	CHEMICALS		
BAG HEPA VAC 12GL	DISPOSAL		
BAG HEPA VAC 2.5 GL	DISPOSAL		
BAG HEPA VAC 5GL	DISPOSAL		
BAGS 2MIL 30 X 40 CLEAR	DISPOSAL		
BAGS 3MIL 30 X 40 CLEAR	DISPOSAL		
BAGS 3MIL BLACK GARBAGE	DISPOSAL		
BAGS 6MIL 30 X 40 "A"	DISPOSAL		
BAGS 6MIL 30 X 40 "NON-HAZ"	DISPOSAL		
BAGS 6MIL 30 X 40 CLEAR	DISPOSAL		
BAGS 6MIL 33 X 50 CLEAR	DISPOSAL		
BAGS BIOHAZARD 33 GL	DISPOSAL		
BIOHAZARD 14 GALLON CAN	DISPOSAL		
BIOHAZARD 6 GALLON CAN	DISPOSAL		
BLADES 2" HYDE CARBIDE 2 EDGE	BLADES		
BLADES 2" TILE BAR	BLADES		
BLADES 3.5" TILE BAR	BLADES		
BLADES 4" RAZOR SCRAPER	BLADES		
BLADES 8" FLOOR SCRAPER	BLADES		
BLADES CARBIDE CUTTER	BLADES		
BLADES DIAMOND PLATE EDGER 7"	BLADES		
BLADES KETT SAW DRYWALL	BLADES		
BLADES KETT SAW PLASTER	BLADES		
BLADES SAWZALL BI METAL	BLADES		
BLADES SAWZALL WOOD	BLADES		
BOOTIES SHOE COVER	PPE		
BOOTS RUBBER	PPE		
BOOTS YELLOW HAZMAT DISPOSABLE	PPE		
BOX DISH	CONTENTS		
BOX DOCUMENT/BANKER WITH LID	CONTENTS		
BOX FREEZE DRY	CONTENTS		
BOX LAMP	CONTENTS		
BOX LARGE WHITE 4.5 CUBIC FOOT	CONTENTS		
BOX MIRROR	CONTENTS		
BOX SMALL WHITE 1.5 CUBIC FOOT	CONTENTS		
BOX WARDROBE 24"	CONTENTS		
BOX X-RAY	CONTENTS		
BRUSH NYLON TOOTHBRUSH	CLEANING		
BRUSH SCRUB	CLEANING		
BRUSH STEEL TOOTHBRUSH	CLEANING		
BRUSH UTILITY	CLEANING		

Schedule B - Materials

BUBBLE WRAP ANTI STATIC SM 24 X 750	CONTENTS
BUBBLE WRAP CUSHION PACK 48"	CONTENTS
BUBBLE WRAP LARGE 24 X 250 1/2"	CONTENTS
BUBBLE WRAP LARGE 48 X 250	CONTENTS
BUBBLE WRAP SMALL 24 X 750 3/16"	CONTENTS
CARPET MASK/SHIELD	SURFACE PROTECTION
CLEANER BROAD SPECTRUM	CHEMICALS
CLEANER BROAD SPECTRUM	CHEMICALS
CLEANER CARPET EMULSIFIER	CHEMICALS
CLEANER CONTACT & CIRCUIT BOARD	CHEMICALS
CLEANER GERMICIDAL	CHEMICALS
CLEANER GERMICIDAL CONCENTRATE 3/121 FO	CHEMICALS
CLEANER GERMICIDAL CONCENTRATE 8/64 FO	CHEMICALS
CLEANER GLASS	CHEMICALS
CLEANER HEAVY DUTY	CHEMICALS
CLEANER LEAD	CHEMICALS
CLEANER MICRO COIL CLEANER	CHEMICALS
CLEANER OVEN/GRILL	CHEMICALS
CLEANER POWER COIL CLEANER	CHEMICALS
CLEANER SIMPLE GREEN	CHEMICALS
CLEANER WALL WASH	CHEMICALS
COROPLAST SHEET	SURFACE PROTECTION
CORRUGATED CARDBOARD 48"	SURFACE PROTECTION
COVERALLS 20Z	PPE
COVERALLS BLUE A60	PPE
COVERALLS TYVEK	PPE
COVERALLS YELLOW	PPE
CREAM CLEANSER	CHEMICALS
DEFOAMER	CHEMICALS
DEGREASER REGULAR OR WORKHORSE	CHEMICALS
DEODORIZER BOTANICAL	CHEMICALS
DEODORIZER MOUNTAIN AIR	CHEMICALS
DEODORIZER SMOKE/ODOR	CHEMICALS
DEODORIZER THERMAL FOG	CHEMICALS
DEODORIZOR DUCT ODOR ELIMINATOR	CHEMICALS
DESSICANT BEADS	CHEMICALS
DETERGENT DISH	CHEMICALS
DETERGENT LAUNDRY	CHEMICALS
DISINFECTANT SHOCKWAVE	CHEMICALS
DISINFECTANT 4-IN-1 12/14 OZ	CHEMICALS
DISINFECTANT BOTANICAL	CHEMICALS
DISINFECTANT GERMICIDAL	CHEMICALS
DISINFECTANT HYDROGEN PEROXIDE 4/128 FO (COMMERCIAL)	CHEMICALS
DISINFECTANT HYDROGEN PEROXIDE 9/32 FO (COMMERCIAL)	CHEMICALS
DISINFECTANT PHENOL	CHEMICALS
DISINFECTANT QUATERNARY	CHEMICALS
DISINFECTANT SPORICIDIN	CHEMICALS
DISINFECTANT SURFACE	CHEMICALS
DISPOSABLE DECON	CONTAINMENTS
DRY ICE	CHEMICALS

Schedule B - Materials

DUCT LINER 1" 3' X 100'	HVAC
DUCT MASTIC	HVAC
ENCAPSULANT CLEAR	CHEMICALS
ENCAPSULANT FUNGICIDAL	CHEMICALS
ENCAPSULANT HEAVY DUTY	CHEMICALS
ENCAPSULANT SMOKE/ODOR	CHEMICALS
ENCAPSULANT WHITE	CHEMICALS
FILTER 20 MICRON SHOWER	FILTER
FILTER 5 MICRON SHOWER	FILTER
FILTER CHARCOAL/CARBON MEDIA	FILTER
FILTER CUBE 24 X 24 X 15 NIKRO	FILTER
FILTER HAKO PROTECTOR	FILTER
FILTER HEPA 12 X 12 X 12	FILTER
FILTER HEPA 16 X 16 X 12	FILTER
FILTER HEPA 16 X 16 X 6	FILTER
FILTER HEPA 18 X 18 X 12	FILTER
FILTER HEPA 24 X 16 X 12	FILTER
FILTER HEPA 24 X 24 X 12	FILTER
FILTER HEPA 24 X 24 X 12 NIKRO	FILTER
FILTER HEPA VAC 12GL	FILTER
FILTER HEPA VAC 5GL	FILTER
FILTER HEPA VAC PLEATED 15 X 15 X 6 (NITRO)	FILTER
FILTER NILFISK STD MICRO	FILTER
FILTER NORTH 1/2 COMBO	FILTER
FILTER NORTH 1/2 RESPIRATOR	FILTER
FILTER PAPR	FILTER
FILTER PLEATED 12 X 12 X 1	FILTER
FILTER PLEATED 12 X 12 X 1 CARBON	FILTER
FILTER PLEATED 12 X 12 X 2	FILTER
FILTER PLEATED 12 X 12 X 2 CARBON C100	FILTER
FILTER PLEATED 12 X 12 X 2 CARBON C200	FILTER
FILTER PLEATED 16 X 16 X 1 CARBON	FILTER
FILTER PLEATED 16 X 16 X 2	FILTER
FILTER PLEATED 16 X 16 X 2 CARBON	FILTER
FILTER PLEATED 16 X 20 X 2	FILTER
FILTER PLEATED 16 X 24 X 2	FILTER
FILTER PLEATED 16 X 24 X 2 CARBON C100	FILTER
FILTER PLEATED 16 X 24 X 2 CARBON C200	FILTER
FILTER PLEATED 24 X 18	FILTER
FILTER PLEATED 24 X 24	FILTER
FILTER PLEATED 24 X 24 X 1 CARBON C 200	FILTER
FILTER PLEATED 24 X 24 X 2 CARBON C 200	FILTER
FILTER PLEATED 24 X 24 X 4 NIKRO	FILTER
FILTER PLEATED CHARCOAL 24 X 24	FILTER
FILTER PRE 12 X 12 X 1/2	FILTER
FILTER PRE 16 X 16 X 1/2	FILTER
FILTER PRE 24 X 16	FILTER
FILTER PRE 24 X 18 X 1/2	FILTER
FILTER PRE 24 X 24 X 1/2	FILTER
FILTER WIRE 12 X 12	FILTER
FILTER WIRE 16 X 16	FILTER
FILTER WIRE 24 X 16	FILTER
FILTER WIRE 24 X 18	FILTER

Schedule B - Materials

FILTER WIRE 24 X 24	FILTER
FIRESTOP SEALANT FS ONE FOIL	HVAC
FIRESTOPPING PLUG 2"	HVAC
FLEX DUCT 10"	HVAC
FLEX DUCT 12"	HVAC
FLEX DUCT INSULATION R6 10"	HVAC
FLEX DUCT INSULATION R6 12"	HVAC
FLEX DUCT INSULATION R6 14"	HVAC
FLEX DUCT INSULATION R6 6"	HVAC
FLEX DUCT INSULATION R6 7"	HVAC
FLEX DUCT INSULATION R6 8"	HVAC
FLEX DUCT INSULATION R6 9"	HVAC
FLOOR OIL SOAP	CHEMICALS
FLOOR PROTECTION REUSABLE 2 MIL	SURFACE PROTECTION
FURNITURE BLOCKS	CONTENTS
GEL BLOCK LARGE	CHEMICALS
GEL BLOCK SMALL	CHEMICALS
GLASSES ANTIFOG SAFETY	PPE
GLOVE BAG 44 X 60 (HORIZONTAL)	DISPOSAL
GLOVE BAG 60 X 84 (VERTICAL)	DISPOSAL
GLOVES 22MIL 15" HD NITRILE	PPE
GLOVES 5MIL PF	PPE
GLOVES 8MIL NITRILE	PPE
GLOVES BLACK NITRILE	PPE
GLOVES CHEMICAL- RESISTANT 12"	PPE
GLOVES CUT-RESISTANT	PPE
GLOVES KNIT WHITE WITH DOTS	PPE
GLOVES LEATHER	PPE
GLOVES PALM-COATED	PPE
GLOVES YELLOW LATEX	PPE
GOGGLES SAFETY	PPE
HEARING PROTECTION (EAR PLUGS)	PPE
HVAC MOLD MAINTAIN	HVAC
HVAC MOLD PREVENTION	HVAC
INSULATION ASTRO FOIL REFLECTIVE	HVAC
INSULATION REPAIR CLOTH 3 RL/PAIL	CHEMICALS
LABEL FRAGILE	CONTENTS
LAYFLAT 4MIL 24 X 500' AS CR 100	HVAC
LAYFLAT 6MIL 12 X 500'	HVAC
LAYFLAT 6MIL 18 X 500'	HVAC
LAYFLAT 6MIL 22 X 500	HVAC
LAYFLAT 6MIL 30" X 500	HVAC
LEMON OIL	CHEMICALS
LIGHT BULB HALOGEN	MISCELLANEOUS
LIGHT UV BLACK LIGHT	MISCELLANEOUS
LUBRICANT GREASELESS	CHEMICALS
LUBRICANT NONDRYING FILM	CHEMICALS
LUBRICANT PENETRATING	CHEMICALS
LUBRICANT RUST INHIBITOR	CHEMICALS
LUMINOL	CHEMICALS
MASK N100 WITH VALVE	PPE
MASK N95 WITH VALVE	PPE
MASK NUISANCE DUST	PPE

Schedule B - Materials

MINERAL WOOL	CLEANING
ODOR COUNTERACTANT	CHEMICALS
ODORCIDE	CHEMICALS
PLYWOOD 4 X 8 X 1/2	MISCELLANEOUS
PLYWOOD 4 X 8 X 1/4	MISCELLANEOUS
PLYWOOD 4 X 8 X 7/16	MISCELLANEOUS
POLISH FURNITURE	CHEMICALS
POLISH STAINLESS STEEL	CHEMICALS
POLY 1.5MIL 12 X 200 CLEAR	CONTAINMENTS
POLY 1.5MIL 20 X 200	CONTAINMENTS
POLY 10MIL 20 X 100 CLEAR	CONTAINMENTS
POLY 10MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS
POLY 2MIL 10 X 100 CLEAR	CONTAINMENTS
POLY 2MIL 20 X 200	CONTAINMENTS
POLY 2MIL 8' 4" X 200	CONTAINMENTS
POLY 4MIL 10 X 100	CONTAINMENTS
POLY 4MIL 10 X 100 FIRE-RESISTANT	CONTAINMENTS
POLY 4MIL 12 X 100	CONTAINMENTS
POLY 4MIL 20 X 100 CLEAR	CONTAINMENTS
POLY 4MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS
POLY 4MIL 4 X 100	CONTAINMENTS
POLY 4MIL 8 X 100	CONTAINMENTS
POLY 6MIL 12 X 100	CONTAINMENTS
POLY 6MIL 20 X 100 AS FIRE-RESISTANT	CONTAINMENTS
POLY 6MIL 20 X 100 BLACK	CONTAINMENTS
POLY 6MIL 20 X 100 CLEAR	CONTAINMENTS
POLY 6MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS
POLY 6MIL 20 X 100 REINFORCED	CONTAINMENTS
POLY 6MIL 20 X 100 REINFORCED FIRE-RESISTANT	CONTAINMENTS
POLY 6MIL 8 X 100	CONTAINMENTS
POLY CLIP LOOP TWIST	CONTAINMENTS
POLY HANGER # 3 BLUE	CONTAINMENTS
POLY HANGER # 4 RED	CONTAINMENTS
POLY TUBING 4MIL 19.5 X 500 12" DIA	MISCELLANEOUS
POLY TUBING 4MIL 22 X 500 12" DIA	MISCELLANEOUS
Q-TIPS 3" (SMALL)	CLEANING
Q-TIPS 6" (LARGE)	CLEANING
RAGS BAR MOP	CLEANING
RAGS MIXED KNIT	CLEANING
RAGS SURGICAL BLUE	CLEANING
RAGS WHITE	CLEANING
RAGS WHITE WAFFLE	CLEANING
REMOVER ADHESIVE AND MARKS	CHEMICALS
REMOVER CARPET ADHESIVE	CHEMICALS
REMOVER MASTIC	CHEMICALS
REMOVER MASTIC SOY	CHEMICALS
REMOVER MASTIC SOY	CHEMICALS
REMOVER PAINT	CHEMICALS
REMOVER PAINT HEAVY DUTY	CHEMICALS
REMOVER PAINT HEAVY DUTY	CHEMICALS
REMOVER STAIN	CHEMICALS
REMOVER URINE 4/128 FO	CHEMICALS

Schedule B - Materials

ROSIN PAPER	MISCELLANEOUS
ROTARY BRUSH REPLACEMENT CORE	HVAC
ROTARY BRUSH REPLACEMENT HEAD	HVAC
SAND BAG .5 CU FT Filled	MISCELLANEOUS
SAND BAG 25 LB Empty	MISCELLANEOUS
SAND BAG 30 LB Filled	MISCELLANEOUS
SAND BAG 60 LB Empty	MISCELLANEOUS
SAND PAPER DISK	MISCELLANEOUS
SANI 10	CHEMICALS
SAW DUST	CLEANING
SCOURING PADS DOODLE BUG	CLEANING
SCOURING SPONGES YELLOW & GREEN	CLEANING
SCRUBS	PPE
SEALANT DUCTING	CHEMICALS
SEALANT LEAD	CHEMICALS
SEALANT LEAD	CHEMICALS
SEALANT MOLD CLEAR	CHEMICALS
SEALANT MOLD WHITE	CHEMICALS
SEALANT SMOKE/ODOR CLEAR	CHEMICALS
SEALANT SMOKE/ODOR CLEAR	CHEMICALS
SEALANT SMOKE/ODOR WHITE	CHEMICALS
SEALANT SMOKE/ODOR WHITE	CHEMICALS
SEALANT SOOT	CHEMICALS
SEALANT SURFACE BOTANICAL	CHEMICALS
SHAMPOO	CHEMICALS
SHRINK WRAP	CONTENTS
SIGN DANGER (ENGLISH)	SIGN
SIGN DANGER (SPANISH)	SIGN
SIGN HAZARD LEAD (ENGLISH)	SIGN
SIGN HAZARD LEAD (SPANISH)	SIGN
SIGN HAZARD MOLD (ENGLISH)	SIGN
SIGN HAZARD MOLD (SPANISH)	SIGN
SMOKE/FIRE/CHEMICAL SPONGES	CLEANING
STEEL WOOL FINE	CLEANING
STORAGE DRUM 55GL METAL	MISCELLANEOUS
SURFACE PROTECTION TEMPORARY 10MIL	SURFACE PROTECTION
SURFACTANT	CHEMICALS
TACKY MAT	SURFACE PROTECTION
TACKY MAT REFILL	SURFACE PROTECTION
TAPE ASBESTOS AHERA WHITE	TAPE
TAPE ASBESTOS RED DANGER	TAPE
TAPE BIOHAZARD	TAPE
TAPE CAUTION LEAD	TAPE
TAPE CAUTION YELLOW	TAPE
TAPE CONTENTS PACKING CLEAR 2"	TAPE
TAPE DANGER DO NOT ENTER	TAPE
TAPE DUCT 2"	TAPE
TAPE HARD CAST 3.5	TAPE
TAPE INSULATED FOIL SCRIM KRAFT 3"	TAPE
TAPE PAINTERS BLUE 2"	TAPE
TAPE PAINTERS BLUE 3"	TAPE
TAPE WHITE POLY 2"	TAPE
TAPE YELLOW POLY 2"	TAPE

Schedule B - Materials

TIE WEBBING	CONTENTS
UNIBIT	HVAC
VACUUM EXTENSION WAND 1.25"	HVAC
VACUUM REPLACEMENT BRUSH HEAD	HVAC
VAPORTECH MEMBRANE	CHEMICALS
WASTE CONTAINER COLLAPSIBLE	DISPOSAL
WATER BOTTLED	PPE
WIPES GERMICIDAL 2/110 CT	CLEANING
WIPES GERMICIDAL 2/110 CT REFILL	CLEANING
WIPES GERMICIDAL 6/150 CT	CLEANING
WIPES GERMICIDAL 6/70 CT	CLEANING
WIPES HYDROGEN PEROXIDE 2/185 CT	CHEMICALS
WIPES HYDROGEN PEROXIDE 2/185 CT REFILL	CHEMICALS
WIPES HYDROGEN PEROXIDE 6/155 CT	CHEMICALS
WIPES HYDROGEN PEROXIDE 6/95 CT	CHEMICALS
WIPES MASK	CLEANING
WIPES MASK REFILL	CLEANING
WIPES RESPIRATOR	CLEANING
WIPES SPORICIDIN	CLEANING
ZIP TIES 48"	CONTENTS
ZIPPERS FOR CONTAINMENT	CONTAINMENTS

MATERIALS NOTES	
CODE	DESCRIPTION
MARKET	ATI RESERVES THE RIGHT TO ADJUST THE PRICING OF ALL MATERIALS AND CONSUMABLES BASED ON MARKET CONDITIONS BEYOND OUR CONTROL. THIS WOULD INCLUDE PRICING INCREASES FROM MARKET CONDITIONS SUCH AS CHANGES IN PRODUCT DEMANDS BASED UPON A REGIONAL OR NATIONAL CATASTROPHE.
MATERIALS NOT ON THE RATE SHEET	UNSCHEDULED MATERIALS PURCHASED FOR THE PROJECT WILL BE BILLED AT COST PLUS ■■■■
SMALL TOOLS	A ■■■■ SMALL TOOLS CHARGE WILL BE BASED ON THE LABOR TOTAL. A LIST OF SMALL TOOLS CAN BE FOUND IN SCHEDULE D.

Schedule C - Equipment

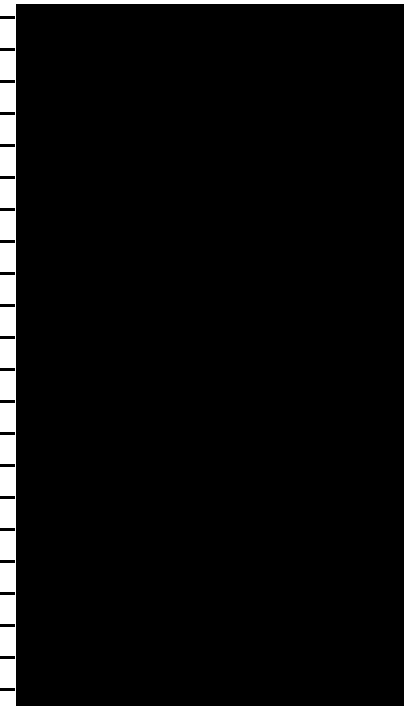
DESCRIPTION	CATEGORY	UOM	RATE
50' CABLING (DIESEL, ELECTRIC, OR PROPANE)	POWER		
AIR COMPRESSOR - ELECTRIC LARGE (5 HP)	AIR		
AIR COMPRESSOR - ELECTRIC X-LARGE (15 HP)	AIR		
AIR COMPRESSOR & ACCESSORIES - X-LARGE (300-450 CFM)	AIR		
AIR COMPRESSOR & ACCESSORIES - MEDIUM (10-50 CFM)	AIR		
AIR COMPRESSOR & ACCESSORIES - SMALL (10 CFM)	AIR		
AIR COMPRESSOR & ACCESSORIES - LARGE (90-150 CFM)	AIR		
AIR MOVER	DRYING		
AIR MOVER WITH WALL DRYING SYSTEM & ATTACHMENTS	DRYING		
AIR SAMPLING PUMP	AIR		
AIR TOOL KIT	HVAC		
AIR WHIP SYSTEM	HVAC		
AIR WOLF WITH HOSES & TEE VALVES	AIR		
AIRLESS SPRAYER	AIR		
ANTI STATIC HEEL GROUNDOR OR WRIST STRAPS	HIGH TECH		
APPLIANCE DOLLY	MOVING		
BLADDER / ZONE BAG	HVAC		
BOBCAT SKID STEER LOADER	VEHICLE & FUEL		
BORESCOPE	INSPECTION		
BOX VAN - LARGE	VEHICLE & FUEL		
BOX VAN - MEDIUM	VEHICLE & FUEL		
BOX VAN - SMALL	VEHICLE & FUEL		
CABLE RAMP COVERS	POWER		
CARGO VAN	VEHICLE & FUEL		
CARPET CLEANER - PORTABLE	CLEANER		
CARPET CLEANER - TRUCK MOUNTED (FEES INCLUDED)	VEHICLE & FUEL		
CART SPRAY SYSTEM	HVAC		
CATASTROPHE TRAILER	VEHICLE & FUEL		
CLEANING EQUIPMENT WITH HEPA	CLEANER		
CUTTING KIT PNEUMATICS/NIBBLER/AIR HAMMER/CLAW RIPPER	HVAC		
DECON CHAMBER - STAINLESS	CONTAINMENT		
DEHUMIDIFIER - LARGE (110-159 PPD)	DRYING		
DEHUMIDIFIER - MEDIUM (70-109 PPD)	DRYING		
DEHUMIDIFIER - SMALL (69 PPD)	DRYING		
DEHUMIDIFIER - X-LARGE (160+ PPD)	DRYING		
DESICCANT DEHUMIDIFIER - LARGE (5,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - MEDIUM (3,000-4,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - SMALL (1,000 - 2,500 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - PORTABLE (<500 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - PORTABLE (500 - 1,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - X-LARGE (7,500 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - XX-LARGE (10,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - XXX-LARGE (15,000 CFM)	DRYING		
DRY ICE BLASTING UNIT	MISCELLANEOUS		
DUMP TRUCK	VEHICLE & FUEL		
DUST COLLECTOR - MACHINE-POWERED	CLEANER		
ELECTRICAL DISTRIBUTION PANEL - 100 AMP	POWER		
ELECTRICAL DISTRIBUTION PANEL - 200 AMP	POWER		
ELECTRICAL DISTRIBUTION PANEL - 300 AMP	POWER		
ELECTRICAL DISTRIBUTION PANEL - 400 AMP	POWER		
EXTRACTION FLOOD UNIT - PORTABLE	EXTRACTION		
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	EXTRACTION		
FLAT BOX CART	MOVING		
FLATBED MOVING WITH FORKLIFT	VEHICLE & FUEL		
FLOOR BUFFER	FLOOR		

Schedule C - Equipment

FLOOR EDGER 7"	FLOOR
FLOOR GRINDER 25"	FLOOR
FLOOR SCRAPER & REMOVER - RIDE-ON	FLOOR
FOGGER - THERMAL	DEODORIZATION
FOGGER - ULV	DEODORIZATION
FURNITURE BLANKETS	MOVING
FURNITURE PADS	MOVING
GENERATOR - 10 KW	POWER
GENERATOR - 100 KW	POWER
GENERATOR - 150 KW	POWER
GENERATOR - 175 KW	POWER
GENERATOR - 200 KW	POWER
GENERATOR - 250 KW	POWER
GENERATOR - 30 KW	POWER
GENERATOR - 300 KW	POWER
GENERATOR - 400 KW	POWER
GENERATOR - 5 KW	POWER
GENERATOR - 50 KW	POWER
GENERATOR - 75 KW	POWER
HARD HAT	PPE
HEATER - ELECTRIC LARGE	HEATING
HEATER - ELECTRIC SMALL	HEATING
HEATER - FURNACE	HEATING
HEATER - PROPANE LARGE (400K BTU)	HEATING
HEATER - PROPANE SMALL	HEATING
HEPA DECON CART	CLEANER
HYDROGEN TANK	AIR
HYDROXYL	DEODORIZATION
ICRA BARRIER, DOOR	MISCELLANEOUS
ICRA BARRIER, PANEL	MISCELLANEOUS
INJECTIDRY WITH HOSES	DRYING
INJECTIDRY WITH HOSES & HEPA INTERCEPTOR	DRYING
KETT SAW	MISCELLANEOUS
LIGHT, WORKLIGHT - FLOOD LIGHT, TEMP STRING	POWER
MANOMETER	INSPECTION
MOBILE CONTAINMENT CUBES WITH HEPA	CONTAINMENT
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	AIR
NEGATIVE AIR MACHINE - MEDIUM (1,000 - 1,800 CFM)	AIR
NEGATIVE AIR MACHINE - SMALL (1,000 CFM)	AIR
NITROGEN TANK	HVAC
OZONE GENERATOR - LARGE	DEODORIZATION
OZONE GENERATOR - SMALL	DEODORIZATION
PASSENGER VAN	VEHICLE & FUEL
PERSONAL FALL PROTECTION - HARNESS & LANYARD	PPE
PERSONAL FALL PROTECTION - LIFELINES	PPE
PICKUP TRUCK	VEHICLE & FUEL
PICKUP TRUCK - HEAVY DUTY - 3/4 TON	VEHICLE & FUEL
POP UP SHOWER WITH FILTRATION	CONTAINMENT
POP UP TENT	MISCELLANEOUS
PRESSURE WASHER	CLEANER
PRESSURE WASHER - HOT	CLEANER
PUMP - SUBMERSIBLE - GAS	EXTRACTION
RESPIRATOR - 1/2 FACE	PPE
RESPIRATOR - FULL FACE	PPE
RESPIRATOR - PAPR	PPE
ROTARY BRUSH KIT	HVAC

Schedule C - Equipment

SCAFFOLDING, ROLLING - LARGE	MISCELLANEOUS
SCAFFOLDING, ROLLING - SMALL	MISCELLANEOUS
SODA BLASTER UNIT - 6.5 CU	CLEANER
SPIDER BOX - WITH CABLE	POWER
SPIDER BOX CABLES - 100'	POWER
STAKEBED	VEHICLE & FUEL
STORAGE - CONTAINER BOX	MISCELLANEOUS
THERMAL IMAGING CAMERA	INSPECTION
THERMOHYGROMETER	INSPECTION
THERMOMETER	INSPECTION
ULTRA VIOLET MOBILE ROOM SANITIZER LARGE	HIGH TECH
ULTRA VIOLET MOBILE ROOM SANITIZER SMALL	HIGH TECH
ULTRASONIC CLEANING MACHINE LARGE	CLEANER
ULTRASONIC CLEANING MACHINE SMALL	CLEANER
UTILITY VEHICLE, GOLF CART OR EQUIVALENT	VEHICLE & FUEL
VACUUM - BACKPACK	CLEANER
VACUUM - HEALTHCARE	CLEANER
VACUUM - HEPA - SMALL	CLEANER
VACUUM- HEPA - LARGE	CLEANER
VIDEO TOOL ROBOT	HVAC
WORKSTATION (TABLE, CHAIR, LIGHTS, ESD)	MISCELLANEOUS



EQUIPMENT NOTES	
GAS AND MILEAGE	ATI INCLUDES GASOLINE AND MILEAGE IN THE DAILY RATES FOR VEHICLES. ADDITIONAL GAS AND MILEAGE WILL NOT BE CHARGED.
WEEKLY CONVERSION	THE WEEKLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 5 DAILY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 7 DAYS, THE WEEKLY RATE APPLIES.
MONTHLY CONVERSION	THE MONTHLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 15 DAILY RENTAL FEES OR 3 WEEKLY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 30 DAYS, THE MONTHLY RATE APPLIES.
CONVERSION EXCEPTIONS	WEEKLY AND MONTHLY DISCOUNTS DO NOT APPLY TO VEHICLES OR STORAGE VAULTS. NO CONVERSION DISCOUNTS WILL BE APPLIED TO ANY INVOICE PAID AFTER NET 60 DAYS.
EQUIPMENT CONVERSION EXAMPLE	EXAMPLE: EQUIPMENT ON RENTAL FOR 17 DAYS WILL BE CHARGED FOR 2 WEEKS RENTAL AND 3 DAILY RENTALS. THE 2 WEEKS RENTAL CHARGES EQUATES OUT TO 10 DAILY + 3 DAILY RENTALS = 13 DAY RENTAL. IF THE INVOICE IS NOT PAID IN NET 60 DAYS, THIS EQUIPMENT WILL BE CHARGED FOR 17 DAILY RENTALS.
UNSCHEDULED EQUIPMENT PURCHASE	THE DAILY RENTAL RATE FOR UNSCHEDULED EQUIPMENT PURCHASED FOR THE PROJECT WILL BE ████ OF THE PURCHASE PRICE.

Schedule D - Small Tools

SMALL TOOLS: A CHARGE BASED ON THE LABOR TOTAL	
ACCOUNTING KITS	PAINT ROLLERS
BARREL PUMPS	PALLET JACKS
BARS	PAPER TOWELS
BATTERIES	PLIERS
BOLT CUTTERS	PORTABLE TOOL BOX
BUCKETS	POWER TOOLS
CELL PHONES	RATCHET SETS
CHAIN SAWS	ROTO ZIPS
CHAINS	SANDERS
CHAIRS	SAWZALLS
CROW BARS	SCRAPER BARS
DEMO CART	SCREW DRIVERS
DRILLS	SHEARS
DRIVES	SHOVELS
DUST PANS	SMOCKS
EXTENSION CORDS	SPRAY BOTTLES
FIRE EXTINGUISHERS	SQUEEGEES
FIRST AID KITS	STAPLE GUNS
FLASH LIGHTS	TABLES
FUEL CANS	TAPE GUNS
FURNITURE BLOCKS	TOOL BOX
FURNITURE TAGS	TRASH BINS
HAMMERS	TRASH CANS
HANDLES	TWO-WAY RADIOS
HARD HATS	T-SHIRTS
HOG RINGS	UNGER POLES
ICE CHESTS	UNIFORMS
INVENTORY TAGS	UTILITY BLADES
JOB BOX	UTILITY KNIVES
LADDERS	VESTS
LIGHT BULBS	WATER COOLER
LOCKS	WATER HOSES
MOISTURE METER	WIPES
MOP BUCKETS	WRENCHES
MOP HEADS	WHEELBARROW
MOPS	

LABOR RATES				
DISASTER RELIEF SERVICES	UOM	UNIVERSITY OF CALIFORNIA RATE All Campuses [CA Fair Wage/Fair Work; Non-Prevailing Wage]		COMPETITIVE COEFFICIENT MULTIPLIER [Prevailing Wage]
		Normal Hours	Overtime	
HEALTHCARE SERVICES				
Infection Control PhD Consultant (High Hazard Decontamination)				
Infection Control Project Manager (High Hazard Decontamination)				
Infection Control Supervisor (High Hazard Decontamination)				
Infection Control Technician (High Hazard Decontamination)				
Healthcare Project Manager				
Healthcare Superintendent				
Healthcare Supervisor				
Healthcare Technician				
Health & Safety Manager				
EMERGENCY/ RESTORATION SERVICES				
Restoration Project Manager				
Water/ Fire Mitigation Specialist				
Water Mitigation Specialist - Raw Sewage				
Contents Cleaning Technician				
ENVIRONMENTAL REMEDIATION SERVICES				
Environmental Project Manager				
Asbestos Abatement Specialist				
Mold Abatement Specialist				
Bio Hazardous Waste Specialist (Crime & Trauma Scene Cleanup)				
ELECTRONICS/ EQUIPMENT RESTORATION SERVICES				
Senior Electronics/ Equipment Consultant				
Electronics Equipment Consultant				
Electronics/Equipment Project Manager				
Electronics/Equipment Supervisor				
Electronics/Equipment Lead Technician				
BUILDING CONSULTING SERVICES				
Director Building Consultant				
Senior Building Consultant				
Building Consultant				
Technician Building Consultant				
Technology Specialist				
ADMINISTRATIVE SUPPORT				
Project Auditor				
Project Accountant				
Administrative				
OTHER SERVICES				
Industrial Hygiene				

Mobile/Lodging	FOR PROJECTS INVOLVING TRAVEL AND/OR OVERNIGHT STAYS, ATI PROVIDES PER DIEM IN ACCORDANCE WITH THE U.S. GENERAL SERVICES ADMINISTRATION'S PUBLISHED PER DIEM RATES. PLEASE SEE LABOR NOTES BELOW FOR ADDITIONAL INFORMATION.
Restoration	PLEASE SEE EMERGENCY/RESTORATION SERVICES LABOR RATES ABOVE.
Debris Removal	FOR DEBRIS REMOVAL TRADE LABOR, PLEASE REFER TO ATI'S T&M PRICING CATALOG VERSION UPDATE [REDACTED]. PREVAILING WAGE LABOR TO BE BILLED AT THE [REDACTED] BUT NOT LOWER THAN THE ASSOCIATED LABOR RATES IN THE ABOVE REFERENCED PRICING CATALOG.□
Construction	FOR CONSTRUCTION TRADE LABOR, PLEASE REFER TO ATI'S T&M PRICING CATALOG VERSION UPDATE [REDACTED] OF [REDACTED] BUT NOT LOWER THAN THE ASSOCIATED LABOR RATES IN THE ABOVE REFERENCED PRICING CATALOG.

NOTES:

ALL U.S. STATE AND LOCAL GOVERNMENT AGENCIES (TO INCLUDE PUBLIC EDUCATION AND HEALTHCARE) CAN USE UTILIZE THIS CONTRACT AND PRICING.

COMPETITIVE COEFFICIENT MULTIPLIER (CCM): THE CCM SHOULD BE UTILIZED FOR PROJECTS REQUIRING PREVAILING WAGE FOR PARTICIPATING PUBLIC AGENCIES WITHIN OR OUTSIDE OF CALIFORNIA. CCM CAN BE DEFINED AS THE COSTS NOT INCLUDED WITHIN PREVAILING WAGE BASE RATE OR FRINGE BENEFITS (I.E. MOBILIZATION, STAFFING LEVELS, PROFIT MARGINS, CONTINGENCIES FOR THE LABOR, INFLATION). THE FORMULA FOR CALCULATING BILLABLE RATES ASSOCIATED WITH PREVAILING WAGE PROJECT IS AS FOLLOWS:

$[PW \text{ BASE RATE} + PW \text{ FRINGE RATE}] \times CCM = \text{BILLABLE HOURLY RATE}$

CCM CONTINUED - AT NO TIME WILL THE CCM BILLABLE HOURLY RATE BE LESS THAN THE UNIVERSITY OF CALIFORNIA RATE FOR ANY LABOR CLASSIFICATION OR EQUIVALENT, AS THEY REPRESENT THE LOWEST RATES TO THE UC SYSTEM. CCM RATES NOTED AS "N/A" ARE LABOR CLASSIFICATIONS THAT ARE NOT SUBJECT TO PREVAILING WAGE DETERMINATIONS. IN SUCH CASES, THE UNIVERSITY OF CALIFORNIA RATES WILL APPLY. IT SHOULD BE NOTED THAT SOME JURISDICTIONS REQUIRE HIGHER PREVAILING WAGE RATES THAN OTHERS. AS SUCH, AFTER APPLYING THE CCM, SOME CAMPUSES MAY BE A HIGHER BILLABLE RATE THAN OTHERS, DEPENDING ON LOCATION.

CCM CONTINUED - SOME OF THE LABOR CLASSIFICATIONS ABOVE MAY NOT HAVE AN EXACT EQUIVALENT IN SOME PREVAILING WAGE DETERMINATIONS. FOR EXAMPLE, THE CLOSEST EQUIVALENT PREVAILING WAGE CLASSIFICATION FOR A WATER/FIRE MITIGATION SPECIALIST WOULD BE A LABOR GROUP 1 IN SOUTHERN CALIFORNIA, OR A LABOR GROUP 3 IN NORTHERN CALIFORNIA. ATI IS REQUIRED TO UTILIZE CLOSEST LABOR CLASSIFICATION FOR EACH JURISDICTION, THE TITLES OF WHICH MIGHT APPEAR DIFFERENT THAN THE CLASSIFICATIONS LISTED ABOVE. ATI USES THE PREVAILING WAGE DETERMINATION LABOR CLASSIFICATION DESCRIPTIONS TO ASSESS THE PROPER CLASSIFICATIONS.

FOR ALL CATASTROPHE JOBS, ATI WILL CHARGE A FEE TOTALING █ OF THE TOTAL INVOICE. THIS FEE WILL ASSIST IN COVERING CORPORATE OVERSIGHT, MANAGEMENT, INCLUDING: LARGE LOSS/CAT MANAGEMENT, ADMINISTRATIVE SUPPORT, WAREHOUSING, ACCOUNTS PAYABLE AND RECEIVABLE, LEGAL FEES, THE LOGISTICS OF REROUTING VITAL COMPANY RESOURCES, AND INCREASED LABOR RATES FOR TRAVELING STAFF.

A CATASTROPHE IS DEFINED AS FOLLOWS:

- ANY LOCAL, REGIONAL, OR NATIONAL STATE OF EMERGENCY
- ANY DISASTER RESULTING IN A RESPONSE FROM FEMA
- ANY JOB FOR WHICH ATI DEPLOYS THEIR CATASTROPHE TEAM
- ANY NON-CONSTRUCTION LEAD EXCEEDING ONE MILLION DOLLARS IN VALUE

FOR ALL CONSTRUCTION TIME AND MATERIAL PROJECTS, A █ OVERHEAD FACTOR, PLUS A █ PROFIT FACTOR WILL BE APPLIED TO THE ENTIRE ESTIMATE, INCLUDING: LABOR, MATERIALS, EQUIPMENT, SUBCONTRACTORS/VENDORS, EXPENSES, AND PER DIEM.

SUBCONTRACTORS, VENDORS, TRAVEL, LODGING, FREIGHT, TRANSPORTATION, TAXES, PERMITS AND ALL OTHER COSTS WILL BE INVOICED AT COST PLUS █ OVERHEAD, PLUS █ PROFIT.

ALL JOBS PERFORMED AFTER NORMAL BUSINESS HOURS WILL BE CHARGED AN EMERGENCY SERVICE FEE OF █ NORMAL BUSINESS HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.

ATI STAFF WORKING HOLIDAYS WILL BE PAID DOUBLE TIME. ATI RECOGNIZES THE FOLLOWING NATIONAL HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY. FEDERAL, STATE AND LOCAL GOVERNMENT WORK MAY REQUIRE ADDITIONAL PAID HOLIDAYS WHICH WILL ALSO BE PAID AND CHARGED DOUBLETIME.

ALL OUTSIDE LABOR FOR THE SCOPE OF THE PROJECT WILL BE BILLED ACCORDING TO THE LABOR CLASSIFICATION AND HOURLY RATES PUBLISHED IN THIS DOCUMENT PLUS ALL APPLICABLE FEES SUCH AS PER DIEM, SMALL TOOLS, VEHICLES, LODGING, ETC. FOR OUTSIDE LABOR PROVIDED OUTSIDE OF THE RATES PUBLISHED IN THIS DOCUMENT, INVOICES FOR LABOR WILL BE SUBJECT TO A █ OVERHEAD, PLUS A █ PROFIT MARK-UP.

ATI PAYS ITS EMPLOYEES IN ACCORDANCE WITH ALL APPLICABLE OVERTIME LAWS. IN ALASKA, CALIFORNIA, NEVADA, PUERTO RICO, AND THE VIRGIN ISLANDS, OVERTIME IS EARNED AFTER 8 HOURS OF WORK IN A SINGLE DAY. IN CALIFORNIA, DOUBLETIME IS EARNED AFTER 12 HOURS IN A SINGLE WORKDAY AND AFTER 8 HOURS ON SUNDAY. IN COLORADO, OVERTIME IS EARNED AFTER 12 HOURS OF WORK IN A SINGLE DAY. IN ALL OTHER STATES, AN EMPLOYEE BEGINS TO EARN OVERTIME AFTER COMPLETING 40 HOURS OF WORK IN A MONDAY THROUGH FRIDAY WEEK.

IN ALL STATES, ALL HOURS WORKED ON SATURDAY AND SUNDAY ARE CONSIDERED OVERTIME. ADDITIONALLY, ALL HOURS WORKED ARE CUMULATIVE OVER ALL JOBS. HOURS ARE BILLED TO JOBS ACCORDING TO THE EMPLOYEE'S OVERTIME ELIGIBILITY WHEN THE HOURS ARE WORKED BY THE EMPLOYEE. THESE OVERTIME BILLING RATES SHALL APPLY REGARDLESS OF HOW MANY HOURS THE EMPLOYEE HAS SPENT ON THE RELEVANT PROJECT. EXAMPLE: IF A TECH WORKS 30 HOURS ON ONE JOB AND WORKS 20 HOURS ON THE NEXT JOB, THAT SECOND JOB WILL BE BILLED FOR 10 REGULAR HOURS AND 10 OVERTIME HOURS.

FOR PROJECTS INVOLVING TRAVEL AND/OR OVERNIGHT STAYS, ATI PROVIDES PER DIEM IN ACCORDANCE WITH THE U.S. GENERAL SERVICES ADMINISTRATION'S PUBLISHED PER DIEM RATES. THESE RATES CAN BE FOUND AT [HTTPS://WWW.GSA.GOV/TRAVEL/PLAN-BOOK/PER-DIEM-RATES](https://www.gsa.gov/travel/plan-book/per-diem-rates). PER DIEM RATES ARE SUBJECT TO A [REDACTED] OVERHEAD FACTOR PLUS A [REDACTED] PROFIT FACTOR.

STANDARD RATES ARE RATES THAT APPLY TO WORK PERFORMED WITHIN STANDARD BUSINESS HOURS: 8:00 AM-5:00 PM, MONDAY THROUGH FRIDAY FOR NON-PREVAILING WAGE PROJECTS.

OUR RATES FOR LABOR, MATERIALS, AND EQUIPMENT DO NOT INCLUDE THE COSTS OF LOCAL AND STATE TAXES, LICENSING, OR PERMIT FEES.

A MINIMUM STAND-BY CHARGE OF 4 HOURS PER EMPLOYEE WILL BE BILLED.

THE HOURLY SCHEDULED LABOR RATES ARE BILLED PORTAL TO PORTAL (I.E. OFFICE TO JOBSITE OR JOBSITE TO JOBSITE) FOR ATI EMPLOYEES, VENDORS, AND SUBCONTRACTORS.

ATI Contacts for UC/OMNIA

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UNIVERSITY OF CALIFORNIA

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The Regents of the University of California

REQUEST FOR PROPOSAL (RFP)

FOR

UC System-wide Disaster Relief
RFP# 002364-Mar2021
Date Issued: 3/17/2021



It is the Supplier's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Suppliers. It is the Suppliers responsibility to watch their e-mail for any addendums, notices, or changes to the RFP or process.

Issued By:	The Regents of the University of California
RFP Administrator:	Reynaldo Cano-Boza, Sr. Commodity Manager System-wide Procurement Services Strategic Sourcing University of California, Office of the President 1111 Franklin Street, 10 th Floor 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.

TABLE OF CONTENTS

I.	University of California Overview	Page 1
II.	Introduction to the Request for Proposal	Page 2
III.	Proposal Evaluation Methodology	Page 3
IV.	RFP Schedule	Page 6
V.	Supplier Requirements	Page 6
VI.	General Information	Page 7
VII.	Scope of Services	Page 10
VIII.	Questionnaires (CalUsource)	Page 13
IX.	Attachments Listed	Page 14

SECTION I: UNIVERSITY OF CALIFORNIA OVERVIEW

A) Background

The University of California (“UC”), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to excellence in teaching, research, health care and public service. It is a public institution with annual resources of over \$34 billion and encompasses ten campuses, six medical schools and five medical centers, four law schools and a statewide Division of Agriculture and Natural Resources. The University is also involved in the operation and management of three national laboratories for the U.S. Department of Energy.

System-wide management of the University of California is assigned to the Office of the President based in Oakland, California. Its divisions oversee UC’s academic mission, budget, external relations, legal matters, and business and financial activities (including the UC Office of the Chief Investments Officer). The University is governed by a Board of Regents consisting of 26 members, 18 of whom are appointed by the Governor for 12-year overlapping terms.

Website: <https://www.universityofcalifornia.edu/>

Established: 1868

Fiscal Year: 07.01.XX - 06.30.XX

Official incorporated entity: The Regents of the University of California

B) Disaster Relief Services Summary

The purpose of this Request for Proposal (“RFP”) is to invite qualified proposers to prepare and submit proposals to furnish Disaster Response Services to the University of California, Office of the President (“University”), and OMNIA Partners Participating Public Agencies in accordance with the requirements set forth in this RFP.

The overall objective of the RFP is to select a national Proposer(s) to assist University in establishing the most cost-effective and efficient procurement program for Disaster Response Services while maintaining high standards of quality and service. With that intent, the University is interested in evaluating the costs and benefits of several alternative methods for acquisition of these services for all University of California locations and OMNIA Partners Participating Public Agencies.

University 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.

Proposer agrees to make available the services to any UC location upon the terms, conditions, and pricing set forth in an agreement awarded in response to Proposer’s proposal.

The current estimated annual spend of UC disaster relief services is **\$2,000,000.00**

The above figure is provided as an estimate only to assist Bidders in preparing proposals. The figure provided is indicative of the potential business volume and the complexity of the account. ***However, the University does not and cannot guarantee any specific quantities or business volume during the agreement period or any extensions thereto.***

Currently, most UC locations have a Small Business Program in place for purchasing products and services from small and local businesses. The University will continue purchasing through its current Small Business Programs and these efforts are coordinated at the location level.

Most of the location's central receiving docks can accommodate 45 ft. or larger delivery trucks; buildings without loading docks can accommodate 30-ft. and smaller delivery trucks.

SECTION II: INTRODUCTION TO THE REQUEST FOR PROPOSAL

The University of California is seeking proposals for Disaster Response Services. This RFP will not include the reconstruction or construction of a facility because it is only to bring the area a safe state. For example, a flooding situation where a facility is safe to use but does not include reconstruction or new construction.

Contractors may need to respond to events and losses where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, wind damage, and/or water damage during a disaster or non-disaster situation. Due to the scope, Offerors should provide specific details about the services and products offered in their proposal.

The resulting awarded contract will consist of one term of five (5) years with the University's option to renew five, one-year extensions after the term is successfully completed (10 years total). The successful Supplier(s) shall be required to meet the requirements listed within this solicitation.

National Contract

The University of California, as the Principal Procurement Agency, defined in ATTACHMENT F, 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 University of California 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 on ATTACHMENT F, or as otherwise agreed to. ATTACHMENT F 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 (Exhibit A, B, F, G).

Due to increasing equipment needs and growing campus populations, the University anticipates spending approximately \$10M over the potential total Master Agreement term for cardio and strength training equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of fitness equipment purchased under the Master Agreement through OMNIA Partners is approximately \$100M. This projection is based on the current annual volumes among the University of California, 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.

All products and services are subject to review and approval by the University.

SECTION III: PROPOSAL EVALUATION METHODOLOGY

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each Proposal's Price Score will be added to that Proposal's Quality Point Score to get that

Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Supplier submitting the Best Value Proposal is responsible. The apparent RFP winner(s) will be the responsible Supplier(s) submitting the Best Value Proposal. The University's selection may be made on the basis of the initial Proposals or the University may elect to negotiate with Suppliers who are selected as finalists. The Evaluation Team may utilize Supplier's Oral Presentations, software demonstrations, additional material information, or References from the Supplier and others to come to a determination of award(s).

The University reserves the right to make evaluation decisions at its sole discretion. In performing its review of proposals, the University reserves the right to obtain and use in its evaluation any independently derived information including, but not limited to, financial reports and secondary customer references.

Right to Cancel/Modify

The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted. The University may also conduct concurrent negotiations with responsible Suppliers for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Suppliers.

Right to Make No Award

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

Evaluation Criteria

Qualification measurements may include, but are not limited to the following:

Questionnaire Weighting

Section	Weight
Company Profile	9%

Corporate Responsibility Sustainability	16%
Capabilities	27%
Value	17%
National Program	6%
Pricing	25%

Proposal Acceptance

Proposal must be complete and comply with all specifications and legal requirements set in this Request for Proposal.

The University reserves the right to reject any submittals which are:

- Incomplete or non-responsive
- Late (late proposals are immediately rejected)

If, at any time, it is found that a person, firm or corporation in their response to this RFP, or to which an Agreement has been awarded, has colluded with any other party or parties, the University reserves the right to reject the proposal(s) and/or terminate any Agreement(s) so awarded and all parties involved in the collusion shall be liable to the University for all loss or damages which the University may have suffered.

SECTION IV: RFP SCHEDULE

Event	*Date
RFP Issue Date	3/17/2021 at 3:00PM PST
Supplier RFP Zoom Call Email Reynaldo.Cano-Boza@ucop.edu for details	4/7/2021 at 9:00AM PST
Supplier RFP Questions Deadline in CalUsource	4/14/2021 by 5:00PM PST
UC Response to Supplier Questions (distributed to all Suppliers without attribution on CalUsource)	4/22/2021
RFP Responses Due	5/5/2021 by 5:00PM PST
Anticipated Award Date	6/15/2021
Anticipated Start Date	7/1/2021

The University does not guarantee the above schedule and reserves the right to modify this schedule at its discretion. **Please mark off calendars*****

******The UC reserves the right to conduct interviews with some or all of the Supplier's at any point during the evaluation process. While presentations are anticipated for this project, the UC may determine interviews are not necessary. In the event interviews or presentations are conducted, information provided during the interview/presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for the costs associated with the interview process.

SECTION V: SUPPLIER REQUIREMENTS

The requirements shown below are essential to the UC for proposal consideration. Supplier's failure to provide or be in compliance with any one or more of the following requirements will negatively impact the evaluation of Suppliers proposal and may result in disqualification. All required documents must be accepted before Suppliers can submit proposals on the CalUsource platform.

- a) Attachment A - Pricing Template
- b) The University of California Terms and Conditions of Purchase, dated 2/27/20, as referenced in *Guidelines to this RFP*, will be incorporated into any Agreement that may result from this RFP.
- c) Attachment C - UC Required Supplier Information (see CalUsource)
- d) Attachment D - Supplier Bidding Guide for CalUsource
- e) Attachment F – OMNIA Partners Exhibits

- f) All proposals shall remain available for UC acceptance for a minimum of 180 days following the RFP close date.
- g) No late proposals will be accepted. Any proposals received after the specified deadline for submission shall result in automatic disqualification.

SECTION VI: GENERAL INFORMATION

A. Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda to it, is being issued by the System-wide Procurement Services Department on behalf of The University of California Office of the President. The System-wide Procurement Services Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. System-wide 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.

Any requests for clarification concerning this RFP must be submitted via the CalUsource platform, under the Discussion Forum icon .

The submission of RFP response, pricing proposal and attachments must be submitted via the CalUsource e-Sourcing application, as further detailed in the *“Instructions for Submitting Proposals”* below.

Suppliers are advised that failure to adhere to the above communications requirements may result in disqualification.

B. Supplier RFP Zoom Call

Suppliers are welcome to join a **Supplier RFP Zoom call hosted on Wednesday, April 7th, 2021, at 9:00am PST**. Please email Reynaldo.Cano-Boza@ucop.edu for details and a log in link. This call will review the function of the CalUsource platform and how to submit proposals.

C. Instructions for Submitting Proposals

Proposals in response to this RFP must be submitted online using the CalUsource e-Sourcing application **no later than May 5th, 2021 at 5:00 p.m. (PST)**.

Please review the [CalUsource Resource Guide](#) for any questions regarding operation of the RFP platform and submitting proposals.

Suppliers are to complete the questionnaire sections directly in the CalUsource e-Sourcing application.

******CalUsource requires significant time for accurate data entry. Suppliers are encouraged to review the Resource Guide and familiarize themselves with the process of responding, leaving adequate time to submit the proposal. General information and support are available by email: support@ucprocure.zendesk.com; or, for CalUsource**

technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.****

Suppliers must provide a complete, straightforward, concise response to all prerequisites, questions and information in the RFP as detailed. **Do not reference previous answers as the submission for questions (i.e. “Please see response to question 5a”).** Submission of a proposal via the CalUsource e-Sourcing application confirms Supplier’s understanding and acceptance of all requirements, terms, and conditions of the RFP.


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.

D. Addenda to the Request for Proposal

Any changes, additions, or deletions to this RFP will be in the form of written Addenda issued by the University of California via email or the CalUsource e-Sourcing application. The University will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda so issued shall become part of this RFP.

E. Supplier Questions

An opportunity to submit questions will be allowed up to **5pm (PT), April 14th, 2021.**

Note: All Supplier questions will be shared with all RFP participants, without attribution, on the CalUsource platform under the Discussion Forum icon . Email responses will not be provided.

F. Proposal Acceptance

The proposal must be completed and submitted via the CalUsource e-Sourcing application on the forms provided or in the format indicated herein.

All documents submitted to the UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

G. Proposal Format

Proposals should demonstrate a clear understanding of the Scope of Services and contain a comprehensive discussion of how the Supplier will fulfill the requirements of the Scope of Services, including a discussion of the important features and Supplier attributes, highlighting any aspects, which separate it from its competitors. The UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Supplier submitting a proposal. Additionally, to comprehensively evaluate the proposals received, the UC may seek additional information or clarification from one or more of the Suppliers. Experience with the UC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experiences. The proposal should be submitted using the appropriate response templates provided on CalUsource:

1. Company Profile Information Questions
2. Corporate Responsibility/Sustainability Questions
3. Capabilities
4. Value-Add
5. National Program
6. Pricing

H. Proposal Preparation Costs

Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentation to UC. If Supplier is apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with the University.

I. Agreement Term

It is anticipated that the initial term of any Agreement awarded pursuant to this RFP will be for a period of five (5) years. UC may, at its option, extend or renew the Agreement for five additional one-year periods on the same terms and conditions. As previously stated, the successful Supplier(s) shall also have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed ten (10) years. Any purchase orders executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Employee Background Check

A background check is required for all employees providing any services to University of California. Any occurrence found during background check is to be provided to UC or participating agency for review prior to work commencement.

SECTION VII: SCOPE OF SERVICES

Building & Site Stabilization
Water Mitigation
Board-up
Temporary Roofing
Thermal Imaging & Moisture Mapping
Dehumidification & Moisture Control
Fire, Smoke, Water Damage Response (Clean Up)
Odor Control
Emergency Power/Lighting
Temporary Air Conditioning and Cooling Towers
Temporary Barriers
Portable Toilets, Showers, Hand-washing Stations, & Laundry Facilities
Fuel Tankers

Bio-Hazard Services
Trauma Cleaning
Chemical Clean-up & Storage

VALUE-ADD SERVICES & BALANCE OF LINE PRICING

Although the University of California is seeking proposals for Disaster Relief which does not include reconstruction or construction, an Offeror may provide their complete line of products and services for Disaster Relief Services, ATTACHMENT G. Participating Public Agencies and UC campuses have the ability to utilize the national cooperative contract and/or value add services at their convenience.

ATTACHMENT G and Value Add Services are not limited to:

Facility Designation Services
Catastrophe & Mini CAT Management
Contingency Plan Implementation
Mobile Command Centers
Storm Tracking & Resource Allocation
Immediate Site Inspections & Estimates
Advanced Equipment and Resources Staging
Temporary buildings, shelters, CAT-Tent Communities

Environmental Services
Engineering controls/Consulting
Professional Licensed Testing
Mold Remediation
Bacteria and Virus Remediation
Asbestos & Lead-based Paint Abatement

Content Restoration
Electronics & Telecommunications
Equipment Restoration
Machinery/Industrial Equipment Restoration
Hard Drive Data Retrieval
Document/Vital Records Restoration
Media Recovery
Fine Art & Instrument Restoration
Complete Pack-out, Shipping, & Storage
Contents Inventory Management

I. Pricing:

The successful Supplier(s) shall provide a complete set of pricing information for the services under the Disaster Relief. See Attachment A – Pricing Template.

Bidders are required to submit UC rates for Northern and Southern California as well as the Competitive Coefficient Multiplier (CCM). The CCM represents a number within an example range of 0.00 to 1.20.

The CCM can be utilized for projects requiring prevailing wage for participating public agencies within or outside of California. CCM can be defined as the costs not included within prevailing wage base rate or fringe benefits (i.e. mobilization, staffing levels, profit margins, contingencies for the labor, inflation).

Attachment A - Pricing Template						
Northern California UC Rate includes UCSF, UCD, UCB, UCSC, UCM and other northern UC locations.						
Southern California UC Rate includes UCSB, UCLA, UCI, UCR, UCSD and other southern UC locations.						
Competitive Coefficient Multiplier (CCM): The CCM can be utilized for projects requiring prevailing wage for participating public agencies within or outside of California. CCM can be defined as the costs not included within prevailing wage base rate or fringe benefits (i.e. mobilization, staffing levels, profit margins, contingencies for the labor, inflation).						
DISASTER RELIEF SERVICES	NORTHERN CALIFORNIA UC RATE	NORTHERN CALIFORNIA OVERTIME UC RATE	SOUTHERN CALIFORNIA UC RATE	SOUTHERN CALIFORNIA OVERTIME UC RATE	COMPETITIVE COEFFICIENT MULTIPLIER	UOM
<i>Labor Science Example</i>	\$ 70.00	\$ 105.00	\$60.00	\$90.00	1.05	/hr

Material pricing can be uploaded in CalUsource as part of the RFP submission.

NOTE: SUPPLIERS ARE REQUIRED TO USE ATTACHED DOCUMENTS IN CALUSOURCE TO SUBMIT THEIR PRICING/DISCOUNT PROPOSAL.

Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be utilized. Proposers should provide alternative pricing (for emergency or disaster relief/recovery situations with potential federal funding) 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. When products and services provided in a situation where an agency is eligible for federal funding, Proposer 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 F.

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for

a specified lesser period. Contractor 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.

Product Offering/Balance of Line Pricing

Pricing for complete product offering/balance of line items will be determined by a percentage discount off retail. The pricing percentage discount offered must be entered in the Pricing section of the Supplier's response.

SECTION VIII: QUESTIONNAIRE(S)

Refer to the CalUsource e-Sourcing application to complete the Questionnaire section(s) of the proposal.

There are five (5) questionnaire's that need to be completed in total.

- a. Company Profile
- b. Corporate Responsibility/Sustainability
- c. Capabilities
- d. Value Add
- e. National Cooperative Contract Program

All questions must be answered as part of the proposal. If the response requires an attachment (do not submit sales brochures), add the attachments in the question directly or the Attachment Section of the CalUsource eSourcing tool and reference the question number in the title of the document.

Suppliers shall respond to the aforementioned questionnaires in order to be considered for evaluation. Failure to answer the following questions could result in disqualification.

SECTION IX: ATTACHMENTS

1. Attachment A - Pricing Template
2. Attachment B - Terms and Conditions 2-27-20
3. Attachment C - UC Required Supplier Information (see CalUsource)
4. Attachment D - Supplier Bidding Guide for CalUsource
5. Attachment E – Sustainable Practices Policy
6. Attachment F - Scope of Services National Cooperative Contract
7. Attachment G – Scope of Services for National Cooperative
8. Omnia Partners - Exhibit A - Response for National Cooperative Contract
9. Omnia Partners - Exhibit B – Administration Agreement Example
10. Omnia Partners - Exhibits C – Master Intergovernmental Cooperative Purchasing Agreement Example
11. Omnia Partners - Exhibit D – Principal Procurement Agency Certificate Example
12. Omnia Partners - Exhibit E – Contract Sales Reporting Template
13. Omnia Partners - Exhibit F – Federal Funds Certifications Form
14. Omnia Partners - Exhibit G – New Jersey Compliance Form
15. Omnia Partners - Exhibit H – Advertising Compliance Requirement

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		<p>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.</p> <p>Request Supplier to provide data type, protected health information and other data</p>		

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:		
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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)



Sustainable Practices

Responsible Officer:	EVP – Chief Operating Officer
Responsible Office:	ES – Energy & Sustainability
Issuance Date:	7/24/2020
Effective Date:	7/24/2020
Last Review Date:	1/31/2020
Scope:	All Campuses, Health Locations, and the Lawrence Berkeley National Laboratory

Contact:	Matthew St. Clair
Title:	Director of Sustainability, UCOP
Email:	Matthew.StClair@ucop.edu
Phone:	(510) 287-3897

TABLE OF CONTENTS

I. POLICY SUMMARY	2
II. DEFINITIONS	2
III. POLICY TEXT.....	8
A. Green Building Design	8
B. Clean Energy	10
C. Climate Protection.....	10
D. Sustainable Transportation	11
E. Sustainable Building and Laboratory Operations for Campuses.....	12
F. Zero Waste.....	12
G. Sustainable Procurement.....	14
H. Sustainable Foodservices	16
I. Sustainable Water Systems	17
J. Sustainability at UC Health.....	17
K. General Sustainability Performance Assessment	18
IV. COMPLIANCE/RESPONSIBILITIES.....	18
A. Implementation of the Policy	18
B. Revisions to the Policy	19
C. Compliance with the Policy	19

D. Reporting.....	19
V. PROCEDURES.....	19
A. Green Building Design	19
B. Clean Energy	23
C. Climate Protection.....	24
D. Sustainable Transportation	26
E. Sustainable Building and Laboratory Operations for Campuses.....	27
F. Zero Waste.....	28
G. Sustainable Procurement.....	30
H. Sustainable Foodservices	32
I. Sustainable Water Systems	33
J. Sustainability at UC Health.....	36
K. General Sustainability Performance Assessment	37
VI. RELATED INFORMATION	37
VII. FREQUENTLY ASKED QUESTIONS	38
VIII. REVISION HISTORY	38

I. POLICY SUMMARY

The Sustainable Practices Policy (“Policy”) establishes goals in nine areas of sustainable practices: green building, clean energy, transportation, climate protection, sustainable operations, waste reduction and recycling, sustainable procurement, sustainable foodservice, sustainable water systems.

II. DEFINITIONS

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

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

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

Allowable Thermal Residual Conversion: Consistent with CalRecycle and the Southern California Conversion Technology Project, residual conversion includes: thermal, chemical, mechanical, and/or biological processes capable of converting post-recycled residual solid waste into useful products and chemicals, green fuels like ethanol and biodiesel, and clean, renewable energy. It does not include combustion.

Examples include the transformation of post-recycled residual materials into usable heat or electricity through gasification, pyrolysis, distillation, or biological conversion other

than composting. To count as allowable residual conversion, the process must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. Materials that are otherwise landfilled or incinerated, including biomass conversion operations that exclusively incinerate organic materials, landfill-gas-to-energy (LFGTE) facilities, and other facilities that do not employ integrated materials recovery or equivalent sorting and recovery systems may not be considered as converted residual waste.

Average Vehicle Ridership (AVR): The average vehicle ridership is calculated by dividing the number of all person trip arrivals by the number of private vehicle trips, with adjustments for telecommuting, compressed work weeks, and zero-emission vehicles (based on the South Coast Air Quality Management District method).

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

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

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

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

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

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

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by 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).

Fleet: University-owned or operated vehicles and mobility equipment (e.g., passenger vehicles, trucks, vans, shuttles, agricultural vehicles, marine equipment, etc.) including

vehicles operated under contract with the University and for which the University/Campus maintains operational control.

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.

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

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

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

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

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

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

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

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

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

Municipal Solid Waste: Garbage, refuse, sludges, and other discarded solid materials resulting from residential activities, and industrial and commercial operations which are legally accepted in CalRecycle permitted landfills. Municipal Solid Waste does not

include any regulated hazardous/universal waste, medical waste or other material used as Average Daily Cover (ADC); however, it does include construction and demolition waste, diverted recyclables and organic waste. Non-health location waste targets refer to municipal solid waste only.

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

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

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

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

Policy Exception Authority: The responsible authority for granting exceptions to item III.G.5.a. in the Sustainable Procurement section of this Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract and otherwise by the senior procurement officer of the campus.

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

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

- Direct Potable Reuse: Treated wastewater reused for human consumption.
- Indirect Potable Reuse: Treated wastewater blended with groundwater or other water sources reused as potable or non-potable water.
- Non-Potable Reuse: Treated wastewater reused for purposes other than human consumption, such as irrigation, fire suppression, and industrial processes.

Renewable Energy: Energy generated from inexhaustible sources, such as the sun or wind, or from sources that can quickly be replenished, such as biomass. For the

purposes of this Policy, an energy source is renewable if it has been designated as such by the California Energy Commission ([Renewables Portfolio Standard Eligibility](#)).

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

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

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

Single-Pass Cooling: Single-Pass or once-through cooling systems flow water through a piece of equipment to absorb heat and dispose the water down the drain without recirculation. Replacing and managing these types of systems is a recommended best practice by the International Institute for Sustainable Laboratories (formerly Labs 21), US Office of Energy Efficiency & Renewable Energy, and the EPA. Equipment typically using this type of cooling includes hydraulic equipment, distillation condensers, refrigeration condensers, air compressors, vacuum pumps, electron microscopes, mass spectrometers, lasers, helium recovery, and electro-magnets.

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

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

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

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

Stormwater: Water that originates during precipitation events.

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

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

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

Sustainable Spend: The intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spending that meets the criteria and requirements for Green Spend as well as EaSR Spend as laid out in the UC [Sustainable Procurement Guidelines](#).

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

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

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

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

Total Solid Waste: Total solid waste includes municipal solid waste as well as all forms of regulated waste, this includes but is not limited to regulated medical waste, biohazardous waste, pharmaceutical waste, universal waste, and construction and

demolition waste. Unlike campus targets, health location diversion rates and reduction targets use total solid waste rather than municipal solid waste.

Vehicle Miles Traveled (VMT): The number of miles driven by a given vehicle(s) over a given period of time.

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

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

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

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

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

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

Zero-emissions vehicle (ZEV): As defined by the current California Air Resources Board (CARB) ZEV program standards, a vehicle that emits no tailpipe pollutants from the onboard source of power and may include subcategories as defined by CARB.

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

III. POLICY TEXT

The University of California (“University”) is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. The University’s locations should be living laboratories for sustainability, contributing to the research and educational mission of the University, consistent with available funding and safe operational practices. Policy goals are presented below in nine areas of sustainable practices.

A. Green Building Design

New Buildings

1. All new building projects, other than acute care facilities, shall be designed, constructed, and commissioned to outperform the CBC energy-efficiency standards by at least 20% or meet the whole-building energy performance targets listed in Table 1 of Section V.A.3. The University will strive to design,

construct, and commission buildings that outperform CBC energy efficiency standards by 30% or more, or meet the stretch whole-building energy performance targets listed in Table 1 of Section V.A.3, whenever possible within the constraints of program needs and standard budget parameters.

2. Acute care/hospital facilities and medical office buildings shall be designed, constructed, and commissioned to outperform ASHRAE 90.1 - 2010 by at least 30% or meet the whole-building energy performance targets listed in Table 2 in Section V.A.3.
3. No new building or major renovation that is approved after June 30, 2019, shall use onsite fossil fuel combustion (e.g., natural gas) for space and water heating (except those projects connected to an existing campus central thermal infrastructure). Projects unable to meet this requirement shall document the rationale for this decision, as described in Section V.A.4.
4. All new buildings will achieve a USGBC LEED “Silver” certification at a minimum. All new buildings will strive to achieve certification at a USGBC LEED “Gold” rating or higher, whenever possible within the constraints of program needs and standard budget parameters.
5. The University of California will design, construct, and commission new laboratory buildings to achieve a minimum of LEED “Silver” certification as well as meeting at least the prerequisites of the Laboratories for the 21st Century (Labs21) Environmental Performance Criteria (EPC)¹. Laboratory spaces in new buildings also shall meet at least the prerequisites of Labs21 EPC. Design, construction, and commissioning processes shall strive to optimize the energy efficiency of systems not addressed by the CBC energy efficiency standards.
6. All new building projects will achieve at least two points within the available credits in LEED-BD+C’s Water Efficiency category.

Building Renovations

7. Major Renovations of buildings are defined as projects that require 100% replacement of mechanical, electrical, and plumbing systems and replacement of over 50% of all non-shell areas (interior walls, doors, floor coverings, and ceiling systems) shall at a minimum comply with III.A.4 or III.A.5, above. Such projects shall outperform CBC Title 24, Part 6, currently in effect, by 20%. This does not apply to acute care facilities.
8. Acute care facilities and medical office buildings undertaking major renovations, as defined above, will outperform ASHRAE 90.1- 2010 by 30%.
9. Renovation projects with a project cost of \$5 million or greater (CCCI 5000) that do not constitute a Major Renovation as defined in item III.A.7. shall at a

¹ Labs21 is a voluntary partnership program that offers training and resources to support the design and operation of high-performance laboratories. Labs21 is co-sponsored by the Department of Energy and the Environmental Protection Agency. The Labs21 Environmental Performance Criteria (EPC) is a rating system that consists of prerequisites and credits in several laboratory-specific areas, including laboratory equipment water use, chemical management, and ventilation. Labs21 EPC is designed as a complement to LEED.

minimum achieve a LEED-ID+C Certified rating and register with the utilities' Savings by Design program, if eligible. This does not apply to acute care facilities.

B. Clean Energy

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

1. Energy Efficiency

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

2. On-campus Renewable Electricity

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

3. Off-campus Clean Electricity

By 2025, each campus and health location will obtain 100% clean electricity. By 2018, the University's Wholesale Power Program will provide 100% clean electricity to participating locations.

4. On-campus Combustion

By 2025, at least 40% of the natural gas combusted on-site at each campus and health location will be biogas.

C. Climate Protection

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

1. Climate neutrality from scope 1 and 2 sources by 2025
2. Climate neutrality from specific scope 3 sources (as defined by Second Nature's Carbon Commitment) by 2050 or sooner

In addition, at a minimum, meet the following intermediate goal in pursuit of climate neutrality:

3. Reduce greenhouse gas (GHG) emissions to 1990 levels by 2020, pursuant to the California Global Warming Solutions Act of 2006.

For purposes of this section, campuses shall include their related health location for all goals. GHG emissions reduction goals pertain to emissions of the six Kyoto greenhouse gasses² originating from all scope 1 and scope 2 sources as specified by the Climate Registry, and from scope 3 emissions as specified by Second

² The six greenhouse gasses identified in the Kyoto Protocol are carbon dioxide, methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons, and perfluorocarbons.

Nature's Carbon Commitment, which includes air travel paid through the institution; and commuting to and from campus by students, faculty and other academic appointees, and staff. These goals will be pursued while maintaining the research, education, and public service missions of the University.

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

D. Sustainable Transportation

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

1. Each location will reduce GHG emissions from its fleet and report annually on its progress. Locations shall implement strategies to reduce fleet emissions and improve the fuel efficiency of all university-owned or operated fleet vehicles and equipment where practical options exist through acquisition and fleet operation protocols.
 - a. By 2025, zero-emission vehicles or hybrid vehicles shall account for at least 50% of all new light-duty vehicle acquisitions. Lawrence Berkeley National Laboratory will follow federal fleet requirements in the case where federal and UC fleet requirements conflict.
2. The University recognizes that single-occupant vehicle (SOV) commuting is a primary contributor to commute GHG emissions and localized transportation impacts.
 - a. By 2025, each location shall strive to reduce its percentage of employees and students commuting by SOV by 10% relative to its 2015 SOV commute rates;
 - b. By 2050, each location shall strive to have no more 40% of its employees and no more than 30% of all employees and students commuting to the location by SOV.
3. Consistent with the State of California goal of increasing alternative fuel – specifically electric – vehicle usage, the University shall promote purchases and support investment in alternative fuel infrastructure at each location.
 - a. By 2025, each location shall strive to have at least 4.5% of commuter vehicles be ZEV.
 - b. By 2050, each location shall strive to have at least 30% of commuter vehicles be ZEV.
4. Each location will develop a business-case analysis for any proposed parking structures serving University affiliates or visitors to campus to document how a

capital investment in parking aligns with each campus' Climate Action Plans and/or sustainable transportation policies.

E. Sustainable Building and Laboratory Operations for Campuses

1. Each campus will submit for certification one pilot building at a LEED-O+M "Certified" level or higher.
2. Each campus shall register a master site to certify campus-wide LEED-O+M credits and prerequisites to streamline the certification of multiple buildings through the LEED-O+M rating system by July 1, 2015. Each campus shall certify their campus-wide credits as soon as possible after the master site has been registered.
3. Each campus shall seek to certify as many buildings as possible through the LEED-O+M rating system, within budgetary constraints and eligibility limitations.
4. All campuses shall implement an ongoing Green Lab Assessment Program supported by a department on campus to assess the operational sustainability of research groups and the laboratories and other research spaces they use by Summer 2018.
 - a. At least one staff or faculty member from the campus must have the role of managing the Green Lab Assessment Program.
 - b. Any green lab assessment programs and related efforts will adhere to all relevant UC, state and national policies and laws. Safety will never be compromised to accommodate sustainability goals.
 - c. All campuses shall submit a UC Green Laboratories Action Plan by Summer 2018.

F. Zero Waste

1. The University will achieve zero waste through prioritizing waste reduction in the following order: reduce, reuse, and then recycle and compost (or other forms of organic recycling) as described in section V.F.6. Minimum compliance for zero waste, at all locations other than health locations, is as follows:
 - a. Reduce per capita total municipal solid waste generation by:
 - i. 25% per capita from FY2015/16 levels by 2025
 - ii. 50% per capita from FY2015/16 levels by 2030.
 - b. Divert 90% of municipal solid waste from the landfill.
2. The University supports the integration of waste, climate and other sustainability goals, including the reduction of embodied carbon in the supply chain through the promotion of a circular economy and the management of organic waste to promote atmospheric carbon reduction. In support of this goal, waste reporting will include tracking estimated scope 3 greenhouse gas emissions.
3. By 2020, the University will prohibit the sale, procurement, or distribution of packaging foam, such as food containers and packaging material, other than that

utilized for laboratory supply or medical packaging and products. The University seeks to reduce, reuse, and find alternatives for packaging foam used for laboratory and medical packaging products.

- a. No packaging foam or expanded polystyrene (EPS) shall be used in foodservice facilities for takeaway containers.

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

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

This policy section (III.F.4.) also applies to third-party foodservice facilities that lease space or provide contracted services at UC locations. Locations will include these Policy provisions in lease language as new leases and contracts are

negotiated or existing leases are renewed and work to incorporate these practices, as much as possible, within the timeframe of current leases. When procuring catering services, where possible, select providers that can provide alternatives to single-use plastics.

G. Sustainable Procurement

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

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

³ Detailed criteria for Green Spend, Economically and Socially Responsible (EaSR) Spend, and their combined intersection, Sustainable Spend, can be found in the [UC Sustainable Procurement Guidelines](#).

- c. Reporting on percent Sustainable Spend will be piloted by UCOP beginning at the close of Fiscal Year 2018/19.
- 5. Each University's Procurement department will integrate sustainability into its processes and practices, including competitive solicitations, in order to satisfy the sustainable purchasing goals outlined above for products, as well as for the procurement of services. The University will do so by:
 - a. Allocating a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Criteria may include, but is not limited to, sustainable product attributes, supplier diversity, supplier practices, contributions to health and wellbeing, and materials safety. This requirement will go into effect on July 1st, 2019. Exceptions to this policy may only be granted by the appropriate Policy Exception Authority. Decisions to grant an exception shall be made in the context of a location's need to support teaching, research and public service when there is a demonstrable case that the inclusion of a minimum of 15% of the points utilized in solicitation evaluation for sustainability criteria will conflict with the project teams' ability to execute a competitive solicitation.
 - b. Supporting outreach, education, and providing equal access to small, diverse, and disadvantaged suppliers for all applicable University procurement opportunities in accordance with BUS-43 policy.
 - c. Comparing the Total Cost of Ownership when evaluating costs for goods and services in the selection of suppliers, whenever feasible.⁴
 - d. Targeting sustainable products and services for volume-discounted pricing to make less competitive or emerging sustainable products and services cost-competitive with conventional products and services.
 - e. Leveraging its purchasing power and market presence to develop sustainable product and service options where not already available.
 - f. Requiring packaging for all products procured by the University be designed, produced, and distributed to the end-user in a sustainable manner.
 - g. Contracting with suppliers of products (e.g., electronics, furniture, lab consumables) that have established (preferably non-manufacturer specific) end-of-life reuse, recycling, and/or takeback programs at no extra cost to the University, and in compliance with applicable federal, state, and University regulations regarding waste disposal.
 - h. Requiring sustainability-related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits,

⁴ Public Contract Code§ 10507.8 states: "As provided for in this article, when the University of California determines that it can expect long-term savings through the use of life cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the lowest responsible bidder may be selected on the basis of the best value to the university. In order to implement this method of selection, the Regents of the University of California shall adopt and publish policies and guidelines for evaluating bidders that ensure that best value selections by the university are conducted in a fair and impartial manner."

durability, recycled content, and recyclability properties, in accordance with the [Federal Trade Commission's \(FTC\) Green Guides](#) for the use of environmental marketing claims.

- i. Working with its suppliers to achieve greater transparency and sustainable outcomes throughout the supply chain. This may include maximizing the procurement of products that optimize the use of resources from extraction through manufacturing and distribution (e.g., EPA's SmartWay Program).
6. All procurement staff will consult the UC [Sustainable Procurement Guidelines](#) document for minimum mandatory sustainability requirements to be included in solicitations for a given product or service category.

H. Sustainable Foodservices

1. Campus and Health Location Foodservice Operations

a. Food Procurement

Each campus foodservice operation shall strive to procure 25% sustainable food products by the year 2030 as defined by AASHE STARS and each health location foodservice operation shall strive to procure 30% sustainable food products by the year 2030 as defined by Practice Greenhealth, while maintaining accessibility and affordability for all students and health location's foodservice patrons.⁵

b. Education

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

c. Menu Development

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

- i. Campuses and health centers shall establish a baseline and goal in 2020.
- ii. Progress shall be tracked annually by reporting the percentage of plant-based foods procured beginning in 2021.

2. Foodservice Operations in Leased Locations:

- a. Foodservice operations leased in campuses and health locations owned by the University of California and contractors providing foodservices in campus and health locations will strive to meet the policies in III.H.1.a-c. above.
- b. Campuses and health locations will include Section H of this Policy in lease language as new leases and contracts are negotiated or existing leases are

⁵ For the purposes of this policy, campus foodservice operations is defined as locations that are managed by entities that administer meal plans. Health location foodservice is defined as cafeterias.

renewed. However, campus and health locations will also work with tenants to advance sustainable foodservice practices as much as possible within the timeframe of current leases.

I. Sustainable Water Systems⁶

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

1. Locations will reduce growth-adjusted potable water consumption 20% by 2020, and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08. Locations that achieve this target early are encouraged to set more stringent goals to further reduce potable water consumption. Each Campus shall strive to reduce potable water used for irrigation by converting to recycled water, implementing efficient irrigation systems, drought-tolerant planting selections, and/or by removing turf.
2. Each location will develop and maintain a Water Action Plan that identifies long term strategies for achieving sustainable water systems. The next update of the plan shall be completed in December 2016.
 - a. Campuses will include in this update quantification of total square feet of used turf and under-used turf areas on campus as well as a plan for phasing out un-used turf irrigated with potable water.
3. Each location shall identify existing single-pass cooling systems and constant flow sterilizers and autoclaves in laboratories and develop a plan for replacement.
4. New equipment requiring liquid cooling shall be connected to an existing recirculated building cooling water system, new local chiller vented to building exhaust or outdoors, or to the campus chilled water system through an intervening heat exchange system if available.
 - a. Once-through or single-pass cooling systems shall not be allowed for soft-plumbed systems using flexible tubing and quick connect fittings for short term research settings.
 - b. If no alternative to single-pass cooling exists, water flow must be automated and controlled to avoid water waste.

J. Sustainability at UC Health

1. Health locations will achieve Practice Greenhealth's award "Greenhealth Partner for Change."
2. Locations will use the definitions in Practice Greenhealth to set medical-center-specific goals for waste diversion and reduction as well as water reduction.

⁶ Related sections: Green Building Design policy III.A. 5, Green Building Design procedure V.A.4, and Sustainable Purchasing procedures V.G.10.e, V.G.15, V.G.16, and V.G.17.

- UC San Francisco Health and UCLA Health have the following waste and water targets:
 - Waste
 - By 2020, 50% of total solid waste diverted from landfill and incineration.
 - By 2020, 40lbs of total solid waste per Adjusted Patient Day.
 - Water
 - In line with campus targets, UC San Francisco Health and UCLA Health will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08.
 - UC Irvine Health has the following waste and water targets:
 - Waste
 - By 2020, 50% of total solid waste diverted from landfill and incineration.
 - Water
 - In line with campus targets, UC Irvine Health will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08.
 - UC San Diego Health and UC Davis Health will have target commitments by December 31, 2020.
3. Acute care/hospital facilities and medical office buildings in health locations shall be designed, constructed and commissioned, or renovated as outlined in Section A of this policy.
 4. Health locations will strive to procure 30% sustainable food products by the year 2030 as defined by Practice Greenhealth and outlined in Section H of this policy on Sustainable Foodservices.

K. General Sustainability Performance Assessment

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

IV. COMPLIANCE/RESPONSIBILITIES

A. Implementation of the Policy

The Executive Vice President-Chief Operating Officer is the Responsible Officer for this Policy. The UC Sustainability Steering Committee, which is chaired by the

Executive Vice President-Chief Operating Officer, provides oversight for all aspects of the Policy.

B. Revisions to the Policy

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

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

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

C. Compliance with the Policy

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

D. Reporting

On an annual basis, the President will report to the Regents on the University's sustainability efforts in each area of the Policy.

V. PROCEDURES

A. Green Building Design

New Buildings and Major Renovations

1. Projects will utilize the versions of the CBC energy efficiency standards and of LEED-BD+C that are in effect at the time of the first submittal of "Preliminary Plans" (design development drawings and outline specifications) as defined in the State Administrative Manual.⁷

⁷ The [State Administrative Manual](#) (SAM) is a reference source for statewide policies, procedures, regulations and information developed and issued by authoring agencies such as the Governor's Office, Department of General Services (DGS), Department of Finance (DOF), and Department of Personnel Administration.

2. If eligible, all new buildings and major renovations (as defined in III.A) will register with the Savings By Design program in order to document compliance with the requirement to outperform CBC energy efficiency standards by at least 20%.
3. Projects other than acute care facilities that opt to use energy performance targets for compliance with III.A.1 will at a minimum use the whole-building energy performance target listed below that corresponds to the year of the project's budget approval. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) published as Table 1, UC Building 1999 Energy Benchmarks by Campus, in Sahai, et al. 2014.⁸

Table 1

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

4. Decisions affecting energy efficiency, fossil fuel use, and connection to existing central thermal services shall be made in the context of the location's climate action plan. Where on-site fossil fuel combustion within the building is deemed necessary, the rationale for this decision shall be documented as part of the existing project approval process. The submittal should include the following:
 - a. An estimate of annual electricity and gas use for the project as well as the project's target design energy use in thousand British thermal units (kBtu) per square foot.
 - b. An explanation of why fossil fuel combustion is required for the project and what other alternatives were evaluated.
 - c. An analysis explaining why fossil-fuel combustion is the most cost-effective energy source for the identified project-specific applications.
 - d. A plan to mitigate, by 2025, the associated greenhouse gas emissions in accordance with the location's Climate Action Plan.

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

⁸ Sahai, R., Kniazewycz, C., Brown, K, 2014. [Benchmark-based, Whole-Building Energy Performance Targets for UC Buildings](#). University of California Office of the President and California Institute of Energy and Environment.

Certification Checklist or related ancillary document. This information should be updated prior to design approval.

5. Acute care facilities and medical office buildings opting to use energy performance targets for compliance with III.A.2 will at a minimum use the whole-building energy performance target listed in table 2 below. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBTU/gsf-yr) based on ASHRAE (2012) Advanced Energy Design Guidelines.⁹

Table 2

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

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

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

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

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

- Clean room
- Data center

⁹ ASHRAE (2012) Advanced Energy Design Guidelines for Large Hospitals

University of California – Policy on Sustainable Practices
Sustainable Practices

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

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

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

Privatized Development

1. 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, shall comply with section III.A. of this Policy. The provisions of this subsection apply regardless of the business relationship between the parties (i.e., whether a gift, acquisition, ground lease and/or lease).

Building Renovations

1. At budget approval, all renovation projects should include a listing of sustainable measures under consideration.
2. For all improvement projects in spaces leased or licensed by the Regents to be used for University-related purposes for a term of greater than 12 months, locations shall strive to comply with the Policy requirements in III.A.6 and III.A.7, as appropriate.

Waiver Conditions Applicable to all Projects

1. Waivers will only be granted in exceptional circumstances and will not be considered if the project negatively impacts the ability to comply with the goals of this policy, in particular the goal of achieving carbon neutrality by 2025.

2. Any proposed waiver from section III.A of the Policy may be requested administratively from the UCOP Executive Director of Capital Programs prior to first project approval.
3. New Building and Major Renovation projects applying for an exception from section III.A.3 of this Policy should strive to achieve a USGBC LEED “Certified” rating. New building and renovation projects that are unable to achieve a USGBC LEED “Certified” rating shall submit a request for an exception with a LEED scorecard and supporting documentation to the UCOP Executive Director of Capital Programs, showing the credits that the project would achieve.
4. Such waiver requests shall indicate the applicable section of the Policy and/or Procedures; the proposed solution; and demonstrate equivalency with policy intent.

General/Miscellaneous

1. The University will develop a program for sharing best practices.
2. The University will incorporate the requirements of sections III.A. and V.A. into existing training programs, with the aim of promoting and maintaining the goals of the Policy.
3. The University planning and design process will include explicit consideration of life cycle cost along with other factors in the project planning and design process, recognizing the importance of long-term operations and maintenance in the performance of University facilities.
4. The University will work closely with the USGBC, Labs21, the Department of Energy, the U.S. Environmental Protection Agency, state government, and other organizations to facilitate the improvement of evaluation methodologies to address University requirements.

B. Clean Energy

1. Energy Efficiency: The energy efficiency goal follows the spirit of the US Department of Energy’s Better Building Challenge. Each location’s percent reduction in energy use intensity (EUI) will be reported annually based on the sum of weather-adjusted energy use divided by the sum of the maintained gross square footage (OGSF50). The average annual reduction will be calculated using an established baseline as detailed in the UC EUI Tracking Methods and References. UCOP will use energy usage data from the systemwide purchased utility database for reporting campus energy use intensity, based on the campus-specified set of utility accounts and associated maintained gross square footage. Electric and gas site energy will be converted to kBTU and normalized for weather. Policy goals will be evaluated and adjusted as appropriate following the 2025 reporting year.
2. On-campus Renewable Energy
 - a. Each location will determine the appropriate mix of measures to be adopted within its clean energy portfolio. The capacity to adopt these measures is

driven by technological and economic factors and each location will need to reevaluate its mix of energy measures on a regular basis.

- b. Locations will periodically evaluate the feasibility of new on-site renewable electricity projects. The financial evaluation of these projects will fully account for the anticipated avoided costs associated with decreased on-site power production from combined heat and power plants and/or purchased electricity as well as the avoided cost of carbon.
3. Off-campus Clean Electricity
 - a. Clean electricity is defined as having a residual greenhouse gas emission factor that is less than 150 lbs. CO₂/MWh.
 - b. Clean electricity shall be procured through the following methods and reported on annually:
 - i. A location may opt-in to a utility provided green power program for its purchased electricity that meets the definition of clean electricity specified in V.B.3.a.
 - ii. The UC Wholesale Power Program, which will procure and supply to participating campuses 100% clean electricity by 2018.
 - iii. Those locations without access to a green power program may purchase Renewable Energy Credits (REC) to offset purchased electricity. In order to be counted, such RECs will be transferred to UC or retired on behalf of UC.
4. Where feasible, the University will seek to benefit from the economies of scale and to reduce risk by developing a portfolio for systemwide clean energy procurement contracts from which locations may benefit.
5. On-campus Combustion
 - a. The University will develop and procure biogas supplies under the direction of the Energy Services Unit Governing Board (The Governing Board). The Governing Board will establish acceptable pricing for biogas projects and determine how the biogas will be allocated to each location. Locations may also implement local projects to directly transport biogas to the location.

C. Climate Protection

1. Each campus will maintain individual membership with The Climate Registry (TCR)¹⁰. Campuses shall include their health locations in their membership.
2. Each campus will complete a Greenhouse Gas (GHG) emissions inventory annually. Campuses shall include their health locations in their inventories.

¹⁰ [The Climate Registry](#) is a nonprofit collaboration among North American states, provinces, territories and Native Sovereign Nations that sets consistent and transparent standards to calculate, verify and publicly report greenhouse gas emissions into a single registry.

3. To comply with TCR and the Second Nature Carbon Commitment requirements,¹¹ inventories should contain emissions of the six Kyoto greenhouse gases from scope 1 and 2 emission sources outlined in the TCR General Reporting Protocol; and scope 3 emissions sources outlined by the Second Nature Carbon Commitment's Implementation Guide. All UC campuses will report their updated emissions inventories through the Second Nature Carbon Commitment online reporting tool at least biennially. Campuses must verify all emissions inventories through TCR. Campuses may either pursue verification annually (for the previous year's emissions inventory) or biennially (for the emissions inventories from the previous two years).
4. Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, or participation in the CARB Cap-and-Trade Program shall complete the relevant emissions inventories outlined in the USEPA and CARB reporting protocols.
5. Each campus will regularly update its climate action plan for reducing GHG emissions to 1990 levels by calendar year 2020 (annual 2020 emissions to be reported in 2021); achieving climate neutrality for scope 1 and 2 sources by calendar year 2025 (annual 2025 emissions reported in 2026), and achieving climate neutrality for the Second Nature Carbon Commitment-specified scope 3 sources (as defined by Second Nature's Carbon Commitment) for calendar year 2050 (annual 2050 emissions reported in 2051). This will include an annual review and update, if needed, of the GHG reduction strategies reported by the campus to the UC Office of the President (UCOP). Campuses shall include their health locations in the action plan.
6. Each campus will complete an assessment of Scope 1 emissions from natural gas combustion by 2035 or at the date when that location's combined heat & power plant (or any other major fossil fuel-using campus infrastructure) is planned for capital renewal or major repair, whichever occurs first. The assessment should determine the best pathway, at that point, to decarbonize 80% of scope 1 emissions through means other than offsets. A de-carbonization assessment should evaluate, but is not limited to, (1) progress toward de-carbonization of piped gas, (2) the feasibility of installing on-site carbon capture, (3) electrification of carbon-emitting plant equipment, (4) hydrogen or synthetic methane injection, (5) emergent technologies, and (6) energy efficiency directed at Scope 1 footprint reductions. The assessment should be provided to campus leadership and inform each campus's Climate Action Plan.
7. The Climate Change Working Group (CCWG), under the UC Sustainability Steering Committee and represented on the President's Global Climate Leadership Council, will monitor progress toward reaching the stated goals for

¹¹ The Second Nature Carbon Commitment requirements are outlined at [Second Nature: The Presidents' Climate Leadership Commitments](#).

GHG reduction, and will evaluate suggestions for strategies and programs to reach these goals.

8. The CCWG will develop protocols for growth adjustment, data normalization, and accurate reporting procedures, as required.

D. Sustainable Transportation

1. The Sustainable Transportation Working Group, with input from the Climate Change Working Group, will develop normalized data reporting protocols to track progress on the implementation of sustainable transportation programs. Annually, each location will collect and report:
 - a. Fleet efficiency metrics: fleet fuel consumption, total vehicle inventory, and total number and percent of new ZEV fleet acquisitions.
 - b. Commute data: employee and campus-wide mode split, average vehicle ridership (AVR), and percent of commuter alternative fuel vehicles.
 - c. Number and type of alternative fuel infrastructure (e.g., electric vehicle charging stations, natural gas, etc.).
2. Due to the unique characteristics of each campus' fleet management protocols, each location shall develop a Fleet Sustainability Implementation Plan by January 1, 2018, to document the infrastructure and financial needs to implement a low-carbon fleet program and lower campus fleet carbon emissions through 2025. Location fleets shall implement practical measures to improve fleet emissions, including, but not necessarily limited to, managing vehicle fleet size, eliminating non-essential vehicles, purchasing the cleanest and most efficient vehicles and fuels, and investing in clean shuttle operations.
3. To amplify the impact of campus programs, each location is encouraged to partner with local agencies on opportunities to improve sustainable transportation access to and around university facilities in addition to developing its own transportation programs.
4. Each location shall implement parking management and pricing strategies to support emissions reduction and sustainable transportation goals, including variable pricing and unbundling parking and housing costs.
5. The University will pursue strategic programs and data collection to offset greenhouse gas emissions related to business-related campus air travel.
6. This Policy shall be consulted for all new campus development – including acquisitions and leases – to evaluate how the development or acquisition would meet the transportation policies and goals of the campus and University.
7. Sustainable Transportation Working Group will coordinate the development of a systemwide best practices guide for campus units implementing this Policy. Mechanisms for reducing transportation emissions include, but are not limited to:
 - a. Constructing additional on-campus housing (e.g., student housing and temporary housing for new faculty)

- b. Expanding TDM programs: car share, carpool/rideshare, vanpool, shuttles, transit, bicycle circulation system, pedestrian circulation system, emergency rides home, parking management and pricing, employee service, and retail amenities, etc.
- c. Expanding intra-campus transportation programs such as shuttles, car share, bike share, bicycle, and pedestrian infrastructure, etc.
- d. Encourage opportunities for employees to participate in flexible work schedules and/or telecommuting programs to provide alternative commute flexibility and options.
- e. Replacing fleet vehicles with newer, more fuel-efficient vehicles when ZEV are not available
- f. Rightsizing fleets (determining the appropriate fleet size, revising business practices to reduce the need for travel)
- g. Reducing fleet vehicle miles traveled
- h. Increasing use of fuels with lower GHG emissions
- i. Installation of telematics and GPS to measure and help reduce fuel consumption by monitoring and reducing excessive idling and speeding.

E. Sustainable Building and Laboratory Operations for Campuses

1. The University will incorporate the Sustainable Building and Laboratory Operations policy requirements into existing facilities-related training programs, with the aim of promoting and maintaining the goals of the Policy.
2. The University will work closely with the USGBC to address the needs and concerns of campuses in the further development of USGBC programs, including the LEED-O+M rating system and the USGBC's "Application Guide for Multiple Buildings and On-Campus Buildings."
3. Campuses will use the LEED-O+M certification process to advance the University's educational and research mission by using the buildings as living, learning laboratories.
4. Campuses will assess at least three new research groups through their Green Lab Assessment Program by Summer 2018.
5. Campuses shall complete a UC Green Laboratories Action Plan by summer 2018 to determine strengths and areas for improvement within the operations of research laboratories with respect to sustainability and carbon neutrality. A standard template for this with required sections will be maintained and updated by the Sustainable Operations Working Group and this plan will be updated on a four-year cycle (2018, 2022, 2026 and so on).
6. Each campus will report annually on their Green Labs program progress, including the number of researchers directly and indirectly engaged by the program each year.

F. Zero Waste

1. The University will voluntarily comply with Chapter 18.5, the “State Agency Integrated Waste Management Plan,” in California Public Resources Code Section 40196.3.
2. Waste reduction and recycling shall be prioritized in seeking LEED credits for LEED-BD+C, LEED-ID+C, and LEED-O+M projects.
3. By the end of 2018, locations other than health locations will submit new waste management plans, including planned waste reduction strategies. Plans will include campus and regional waste management practices and options, evaluate progress towards policy goals, and determine the associated costs of achieving policy goals. Waste management plans will be updated and submitted to the Associate Vice President of Energy and Sustainability, Office of the President, on a five-year cycle.
 - a. The 2023 updates to locations’ waste management plans shall identify the next steps to take (including costs, responsible parties, etc.) towards eliminating non-essential single-use plastics by 2030 and assess other opportunities for eliminating other single-use products. The findings of these assessments will be used to recommend changes and additions to section III.F.4. of this policy, no later than July 1, 2024.
4. In line with the objective to minimize the use of single-use products (Section III.F.4), all locations will,
 - a. Create a local implementation procedure, by December 2020 that includes the delineation of an exception/exemption protocol (i.e., identifying campus authority, implementation authority, etc.) for cases where reasonable alternatives to plastic do not exist. Key stakeholders could include sustainability, dining, athletics, event services, and other departments that operate foodservice facilities. Local procedures may consider allowing plastic water bottles for emergency services, emergency water storage, and at events where alternatives are not practically available.
 - b. Work to identify and reduce single-use plastics that are not identified in section III.F.4.
 - c. Recognize that accessibility for and inclusion of the disability community is a priority, and integrate best practices into their local implementation procedures to ensure this policy and its implementation do not create barriers to access or an unwelcoming environment. This includes providing reasonable alternatives to single-use plastic products. If reasonable alternatives are not available, a small stock of single-use plastics (including, but not limited to, plastic straws) should be maintained and made readily available for individuals who need them either at the point of service/cashier; or upon request at dine-in facilities.
5. Exceptions will be considered for entities that represent less than 1% of the overall campus solid waste tonnage.

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

Other locations should use the per capita metric that best supports their business operations.
9. Locations, other than health locations, will strive to achieve 90% diversion of municipal solid waste as soon as feasible through steps that include but are not limited to partnering with local waste haulers to maximize diversion opportunities available and actively engaging with their local campus users to improve source separation. These locations shall outline their strategy for maximizing diversion in their waste management plans and updates. Every year, after 2020, these locations will report to UCOP on their progress and next steps towards meeting this target and identify common barriers and opportunities.

10. The Zero Waste Working Group will coordinate the development of a systemwide best practices guide to outlining methods for quantifying waste generation and diversion at university locations. This guide will include recommendations on boundaries, calculation methodologies, contamination rates, tools, best practices for waste reduction and diversion, etc.
11. Where significant data methodology errors are found in benchmark years, an appropriate alternative methodology will be determined by agreement with UCOP and the Zero Waste Working Group.
12. Reporting of solid waste and recycling data will follow ULs Environmental Claim Validation Procedure for Zero Waste to Landfill (UL2799: 2017-03-22: 3rd Edition) and should be applied in principle to future standards/ editions. Where there are discrepancies between UC policy definitions and goals and UL2799 and subsequent editions, the policy language will apply.
13. Campuses will be able to meet up to 10% of their diversion targets through combustion until the end of FY2021/22 after which the UC will no longer accept combustion as a form of diversion. No campus will increase the percentage of combustion reported as diversion from reported FY2015/16 levels. Up to 10% of total waste generated per campus may be disposed of through allowable thermal residual conversion after FY2021/22. To count, (non-combustion) waste converted through thermal processes must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. The total value of converted materials counted as diversion from landfill is not to exceed 10%.

G. Sustainable Procurement

1. This section V.G. shall be applied within the constraints of research needs and budgetary requirements and in compliance with applicable rules, regulations and laws.
2. The University will work to remove harmful chemicals from products brought onto campus by increasing the purchase of products and materials that disclose known hazards (e.g., in compliance with the requirements of LEED BD+C [v4](#) [“Building product disclosure and optimization - material ingredients”](#) - or updated equivalent) and choosing products with reduced concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.
3. The University will require suppliers to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punch out catalog e-procurement environments.
 - a. Commodity/Contract Managers will work with all contracted suppliers to ensure that contract items that meet the UC criteria for Green and EaSR Spend as outlined in the Guidelines will be prioritized in all product searches.

University of California – Policy on Sustainable Practices
Sustainable Practices

- b. Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punch out catalogs upon contract award.
- 4. The University will require all strategically sourced suppliers to report annually on their sustainable business operations, and quarterly on the University's sustainable purchasing activity. Quarterly sustainable spend reports will be collected by the appropriate University of California Procurement Services department. Quarterly spend reports must be filterable, include all products and services purchased, use an Excel-compatible software, include information on a single sheet, and include the following fields:
 - i. Campus
 - ii. Department and/or delivery location
 - iii. SKU and/or manufacturer number
 - iv. Item description
 - v. 8-digit UNSPSC code
 - vi. Product category/Title of UNSPSC code
 - vii. Quantity
 - viii. Unit of measure
 - ix. Price
 - x. Third-party sustainability attribute or certification as recognized in the Guidelines
- 5. UC locations, not including health locations or the Lawrence Berkeley National Lab, will report annually to the UC Office of the President (UCOP) their percent Green Spend and EaSR Spend for product and service categories defined in the Guidelines. For the first two years of reporting, reports on Green Spend will include, at minimum, a location's share of products purchased from systemwide strategically sourced suppliers, with reports to be provided by the suppliers to UCOP and locations. EaSR Spend reporting will be compiled at the campus level, with the support of UCOP. Reports will be reviewed by each location for accuracy and signed by the location's Chief Procurement Officer, with reporting due 60 days after fiscal close. Reporting procedures will be reviewed after two years of reporting under this policy.
- 6. The University Standards for all packaging materials will be outlined in all solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet the UC Standards.
 - a. Additional consideration in bid evaluations will be given to suppliers who meet more than one criteria listed in 8 (a) - (e) for packaging, and with preference given to bids meeting 8 (b).

University of California – Policy on Sustainable Practices
Sustainable Practices

7. In accordance with section III.F.3., the University has disallowed the use of packaging foam by 2020. For implementation procedures, reference the University of California [Sustainable Procurement Guidelines](#).
8. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g., totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#);
 - e. Uses locally recyclable or certified compostable material.
9. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in an electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.
10. All recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) (www.ban.org). In cases where the University has established take-back programs with a manufacturer, the University will encourage the manufacturer to become a BAN-certified e-Steward Enterprise ([e-Stewards for Enterprises](#)).

H. Sustainable Foodservices

1. Campus and health location foodservice operations subject to this Policy shall include self-operated and contract-operated foodservices, as well as foodservices in leased locations.
2. Sustainable food is defined as food and beverage purchases that meet AASHE STARS' "sustainably and ethically produced" food for campuses and Practice Greenhealth's "sustainable food" for health locations, as outlined below:
 - a. [AASHE STARS 2.2 Sustainably and Ethically Produced](#) for campuses;
 - b. [Practice Greenhealth Healthier Food Purchasing Standards](#) for health locations.

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

I. Sustainable Water Systems

Reporting Methods

1. Explicitly identify the geographic and operational areas comprising the scope of location water usage (e.g., the campus as defined by its Long Range Development Plan boundary, excluding third-party operated facilities).
2. Locations with health locations may choose to report health locations data and progress toward the target separately from the main campus.
3. All locations shall report water usage in a tabular format using the following methods:

University of California – Policy on Sustainable Practices
Sustainable Practices

- a. Measure per capita water consumption by Weighted Campus User (WCU) for main campuses and Adjusted Patient Day (APD) for health locations. If necessary, WCU and APD may be combined using the following calculation:
$$[(APD/360) * 1.5] + WCU;$$
- b. Potable water usage for a baseline period that is three consecutive fiscal years including FY 2005/06, 2006/07, and FY 2007/08:
 - i. Total location potable water usage, in gallons, for each of the three years comprising the baseline period,
 - ii. WCU, or APD, for each of the three years comprising the baseline period,
 - iii. Baseline Potable Water Usage: calculate the baseline metric as follows:
Step 1: Divide each year's total water use in gallons by that years' WCU or APD population. Step 2: Average the three gallons/population calculations to derive the Baseline Potable Water Usage for the location,
 - iv. Multiply the Baseline Potable Water Usage figure by 0.64 to derive the location's 2025 Potable Water Usage Target, and
 - v. Unless impracticable, provide average gallons of potable water usage per baseline year per gross square foot of location built space for which potable water consumption is being reported, mirroring (c) above;
- c. Potable water usage for the most recent fiscal year¹².
 - i. If using only the most recent fiscal year, and not an average, list in the table the following:
 1. Total location potable water usage, in gallons, for the most recent fiscal year,
 2. WCU or APD for the most recent fiscal year,
 3. Divide the gallons by the WCU or APD to derive the Current Potable Water Usage, and
 - ii. If feasible, provide average gallons of potable water usage per gross square feet for either the three most current fiscal years, if that is the method adopted, or for the single most current fiscal year, again using the methodology described above;
- d. Total location non-potable water usage, in gallons, for the most recent fiscal year.
- e. Report, or estimate if metered data is not available, water usage in the following use categories at a minimum: buildings, landscape, and central plant including cooling towers, identifying the quantities of potable and non-potable used for these purposes.

¹² An average of the three most current fiscal years is allowed but not required.

Reporting Schedule

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

Water Action Plans

1. Each Water Action Plan and the water conservation and water efficiency strategies it contains will take into account relevant regional conditions and regulatory requirements, will recognize historical progress, and will acknowledge current location best practices being implemented.
2. Each Water Action Plan will include a section on Water Usage and Reduction Strategies that:
 - a. Describes the applicable types of water comprising water systems, including but not limited to potable water, non-potable water, industrial water, sterilized water, reclaimed water, stormwater, and wastewater;
 - b. Reports water usage in accordance with the methods set forth in these procedures;
 - c. Considers setting more stringent potable water reduction goals if the location has already achieved a 36% below baseline reduction in per capita potable water consumption;
 - d. Outlines location-specific strategies for achieving the target for reduced potable water consumption;
 - e. Encourages implementation of innovative water-efficient technologies as part of capital projects and renovations (e.g., installation of WaterSense certified fixtures and appliances, graywater reuse, rainwater harvesting, and watershed restoration);
 - f. Addresses use of non-potable water sources, and how those sources factor into overall sustainable water systems strategy;
 - g. Analyzes the identified water use reduction strategies using a full cost approach by considering:
 - i. Projected costs and savings of the identified water-use strategies,
 - ii. Indirect costs and savings associated with reduced energy consumption due to the energy use embodied in water use,
 - iii. Savings associated with reduced or avoided infrastructure costs, and
 - iv. Other avoided costs; and
 - h. Sets a timeline for the strategies being implemented to reach the water usage reduction target.

3. Each Water Action Plan will include a section on Stormwater Management developed in conjunction with the location stormwater regulatory specialist that:
 - a. Addresses stormwater management from a watershed perspective in a location-wide, comprehensive way that recognizes stormwater as a resource and aims to protect and restore the integrity of the local watershed(s);
 - b. References the location's best management practices for preventing stormwater pollution from activities that have the potential to pollute the watershed (e.g., construction; trenching; storage of outdoor equipment, materials, and waste; landscaping maintenance; outdoor cleaning practices; vehicle parking);
 - c. Encourages stormwater quality elements such as appropriate source control, site design (low impact development), and stormwater treatment measures to be considered during the planning stages of projects in order to most efficiently incorporate measures to protect stormwater quality;
 - d. If feasible, cites relevant and current location stormwater-related plans and permits in an appendix or reference list accompanying the Water Action Plan; and
 - e. Includes, to the extent feasible, full cost evaluation of stormwater management initiatives similar to the approach in the Water Usage and Reduction Strategies section above.
4. Each location's Water Action Plan will include a section on Education and Outreach that:
 - a. Presents potential opportunities to serve as a living laboratory for sustainable water projects;
 - b. Supports efforts of students, faculty and other academic appointees, and staff to implement sustainable water systems on campuses and other locations;
 - c. Identifies opportunities for pilot projects that illustrate the University's commitment to sustainable water practices through teaching, research, and service; and
 - d. Identifies opportunities for new practices that could create behavior change with regard to water use and watershed management.
5. Each location's Water Action Plan will include a section called Irrigation and Landscape that includes:
 - a. Total square feet of turf area and breaks out used and underused turf areas, and;
 - b. A description and plan to reduce irrigation with potable water.

J. Sustainability at UC Health

1. The UC Health Sustainability Working Group, with input from relevant working groups for each subject area, will develop normalized data reporting protocols to track the implementation of sustainability programs at health locations. Annually,

the UC Health Sustainability Working Group will report to the University of California Health Center Chief Operating Officer Group and the University of California Sustainability Steering Committee.

2. Health locations will participate in Practice Greenhealth's reporting program and report at a minimum metrics for energy, carbon, water, and waste. To meet the reporting requirements, reporting to Practice Greenhealth will reflect UC Health location boundaries and will use either adjusted patient encounters or adjusted patient days as appropriate to reflect non-licensed patient encounters. Reporting to Practice Greenhealth will be based on the most recently complete fiscal year. Beginning in the 2018/19 fiscal year, these reports will be used for the Annual Report on Sustainable Practices that is presented to the UC Regents.
3. Health locations may discretionarily submit additional facility-specific applications to Practice Greenhealth for award consideration in addition to a total site/campus application. The stated policy goal of achieving Practice Greenhealth Partner for Change Awards may be at the campus or facility level.
4. Health locations will set targets for their facilities for waste diversion and reduction as well as for water reduction in accordance with the schedule outlined in section III.J. If targets require a comparison to a baseline dataset, Practice Greenhealth's 2017 report will be used as a baseline. These targets will be recommended to the system wide Sustainability Steering Committee for addition to the Policy at the meeting following the due dates listed in section III.J.

K. General Sustainability Performance Assessment

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

VI. RELATED INFORMATION

- [Annual Report on Sustainable Practices](#)
- [BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management](#)
- [BFB-BUS-38: Disposition of Excess Property and Transfer of University-Owned Property](#)
- [California Building Code, Title 24](#)
- [California Energy Commission Renewables Portfolio Standard Eligibility](#)
- [Facilities Inventory Guide](#)
- [Federal Trade Commission's \(FTC\) Green Guides](#)
- [Public Contract Code: Materials, Goods, and Services, Section 10507.8](#)
- [Public Contract Code: Construction](#)
- [State Administrative Manual](#)

- [Trademark Licensing Code of Conduct](#)
- [UC Sustainability Website](#)
- [UC Sustainable Procurement Guidelines](#)
- [UC Sustainable Procurement Website](#)
- [UL 2799 Environmental Claim Validation Procedure for Zero Waste to Landfill](#)

VII. FREQUENTLY ASKED QUESTIONS

Not applicable.

VIII. REVISION HISTORY

July 24, 2020: Policy revised to update the following sections with new goals, procedures, and clarifications: clean energy, climate protection, sustainable building and laboratory operations for campuses, sustainable foodservice, zero waste, and UC Health. Policy expanded to add a section for general sustainability performance assessment. The following provides more details on the updates:

- Added a new provision to the Climate Protection section to require that campuses formally assess options for reducing emissions from combined heat and power plants before capital renewal or major repairs.
- Updated the Zero Waste section to integrate the waste diversion and minimization targets into a new zero waste goal and adding a new policy provision to begin phasing out single-use plastic bags and foodware items.
- Replaced the 2020 goal in the Sustainable Food Services section, which has already been met, with a new 2030 goal that aligns with the Association for the Advancement of Sustainability in Higher Education's (AASHE) Sustainability Tracking, Assessment and Rating System (STARS) and Practice Greenhealth's requirements.
- Added a General Sustainability Performance Assessment section that codifies participation by all undergraduate campuses in the AASHE STARS rating system and achieving a gold rating by 2023.
- Updated the UC Health Policy Section to include new waste and water targets for UCI Health and to reference existing green building and sustainable food requirements.
- Made other small formatting and wording changes to improve the clarity and readability of the policy and to clarify which policy sections apply to the Lawrence Berkeley National Laboratory.

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

University of California – Policy on Sustainable Practices
Sustainable Practices

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

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

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

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

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

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

September 2009: Policy expanded to include sustainable foodservice

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

January 2006: Policy expanded to include transportation and climate protection

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

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



ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
 1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** 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. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
 - 1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 - 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
 - 1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 - 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 - 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 - 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 - 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 - 6. Clearly document the cybersecurity responsibilities of each party;
 - 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 - 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 - 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 - 10. Prevent unauthorized access to Institutional Information and IT Resources;
 - 11. Prevent unauthorized changes to IT Resources;
 - 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

☐ Protection Level 1

☐ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. ☐ Animal Research Data.
- B. ☐ Controlled Technical Information (CTI).
- C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. ☐ Defense Department: Covered Defense Information (CDI).
- E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. ☐ GDPR personal data.
- G. ☐ GDPR special data.
- H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. ☐ Human Subject Research Data.
 - 1. ☐ Identified.
 - 2. ☐ Anonymized.
- K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ☐ ITAR/EAR-controlled data.
- M. ☐ Payment card data (PCI, PCI DSS).
- N. ☐ Personally identifiable information – PII.
- O. ☐ Student data, whether or not subject to FERPA.
- P. ☐ Other: _____
- Q. ☐ Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- R. ☐ Other: _____
- S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. ☐ California Confidentiality of Medical Information Act (CMIA) *.
- B. ☐ California Consumer Privacy Act (CCPA).
- C. ☐ California Information Practices Act (IPA).
- D. ☐ European Union General Data Protection Regulation (GDPR)*.
- E. ☐ Family Educational Rights and Privacy Act (FERPA) *.
- F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").
- G. ☐ Genetic Information Nondiscrimination Act (GINA).
- H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).
- L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

- M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).
- N. ☐ Defense Federal Acquisition Regulations (DFARS).
- O. ☐ Export Administration Regulations (EAR).
- P. ☐ Federal Acquisition Regulations (FARS).
- Q. ☐ Federal Information Security Modernization Act (FISMA).
- R. ☐ International Traffic in Arms Regulations (ITAR).
- S. ☐ Payment card data (PCI, PCI DSS).
- T. ☐ Toxic Substances Control Act (TSCA).
- U. ☐ Other: _____
- V. ☐ Other: _____
- W. ☐ Other: _____
- X. ☐ Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]



National Time & Materials Pricing



Contract #2021.003053
RFP #002364-Mar2021; RFP-UC System-wide Disaster Relief

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Anaheim, CA 92806
(800) 400-9353
ATIrestoration.com

Schedule A Labor



DISASTER RELIEF SERVICES	UOM	UNIVERSITY OF CALIFORNIA RATE <i>All Campuses</i>		COMPETITIVE COEFFICIENT MULTIPLIER [Prevailing Wage]
		[CA Fair Wage/ Fair Work; Non-Prevailing Wage]		
		Normal Hours	Overtime	
HEALTHCARE SERVICES				
Infection Control PhD Consultant (High Hazard Decontamination)				
Infection Control Project Manager (High Hazard Decontamination)				
Infection Control Supervisor (High Hazard Decontamination)				
Infection Control Technician (High Hazard Decontamination)				
Healthcare Project Manager				
Healthcare Superintendent				
Healthcare Supervisor				
Healthcare Technician				
Health & Safety Manager				
EMERGENCY/ RESTORATION SERVICES				
Restoration Project Manager				
Water/ Fire Mitigation Specialist				
Water Mitigation Specialist - Raw Sewage				
Contents Cleaning Technician				
ENVIRONMENTAL REMEDIATION SERVICES				
Environmental Project Manager				
Asbestos Abatement Specialist				
Mold Abatement Specialist				
Bio Hazardous Waste Specialist (Crime & Trauma Scene Cleanup)				
ELECTRONICS/ EQUIPMENT RESTORATION SERVICES				
Senior Electronics/ Equipment Consultant				
Electronics Equipment Consultant				
Electronics/Equipment Project Manager				
Electronics/Equipment Supervisor				
Electronics/Equipment Lead Technician				



Schedule A Labor



DISASTER RELIEF SERVICES	UOM	UNIVERSITY OF CALIFORNIA RATE <i>All Campuses</i>		COMPETITIVE COEFFICIENT MULTIPLIER [Prevailing Wage]
		[CA Fair Wage/ Fair Work; Non-Prevailing Wage]		
		Normal Hours	Overtime	
BUILDING CONSULTING SERVICES				
Director Building Consultant				
Senior Building Consultant				
Building Consultant				
Technician Building Consultant				
Technology Specialist				
ADMINISTRATIVE SUPPORT				
Project Auditor				
Project Accountant				
Administrative				
OTHER SERVICES				
Industrial Hygiene				



Schedule A Labor



NOTES
ALL U.S. STATE AND LOCAL GOVERNMENT AGENCIES (TO INCLUDE PUBLIC EDUCATION AND HEALTHCARE) CAN USE UTILIZE THIS CONTRACT AND PRICING.
COMPETITIVE COEFFICIENT MULTIPLIER (CCM): THE CCM SHOULD BE UTILIZED FOR PROJECTS REQUIRING PREVAILING WAGE FOR PARTICIPATING PUBLIC AGENCIES WITHIN OR OUTSIDE OF CALIFORNIA. CCM CAN BE DEFINED AS THE COSTS NOT INCLUDED WITHIN PREVAILING WAGE BASE RATE OR FRINGE BENEFITS (I.E. MOBILIZATION, STAFFING LEVELS, PROFIT MARGINS, CONTINGENCIES FOR THE LABOR, INFLATION). THE FORMULA FOR CALCULATING BILLABLE RATES ASSOCIATED WITH PREVAILING WAGE PROJECT IS AS FOLLOWS: [PW BASE RATE + PW FRINGE RATE] X CCM = BILLABLE HOURLY RATE
CCM CONTINUED - AT NO TIME WILL THE CCM BILLABLE HOURLY RATE BE LESS THAN THE UNIVERSITY OF CALIFORNIA RATE FOR ANY LABOR CLASSIFICATION OR EQUIVILENT, AS THEY REPRESENT THE LOWEST RATES TO THE UC SYSTEM. CCM RATES NOTED AS "N/A" ARE LABOR CLASSIFICATIONS THAT ARE NOT SUBJECT TO PREVAILING WAGE DETERMINATIONS. IN SUCH CASES, THE UNIVERSITY OF CALIFORNIA RATES WILL APPLY. IT SHOULD BE NOTED THAT SOME JURISDICTIONS REQUIRE HIGHER PREVAILING WAGE RATES THAN OTHERS. AS SUCH, AFTER APPLYING THE CCM, SOME CAMPUSES MAY BE A HIGHER BILLABLE RATE THAN OTHERS, DEPENDING ON LOCATION.
CCM CONTINUED - SOME OF THE LABOR CLASSIFICATIONS ABOVE MAY NOT HAVE AN EXACT EQUIVALENT IN SOME PREVAILING WAGE DETERMINATIONS. FOR EXAMPLE, THE CLOSEST EQUIVALENT PREVAILING WAGE CLASSIFICATION FOR A WATER/FIRE MITIGATION SPECIALIST WOULD BE A LABOR GROUP 1 IN SOUTHERN CALIFORNIA, OR A LABOR GROUP 3 IN NORTHERN CALIFORNIA. ATI IS REQUIRED TO UTILIZE CLOSEST LABOR CLASSIFICATION FOR EACH JURISDICTION, THE TITLES OF WHICH MIGHT APPEAR DIFFERENT THAN THE CLASSIFICATIONS LISTED ABOVE. ATI USES THE PREVAILING WAGE DETERMINATION LABOR CLASSIFICATION DESCRIPTIONS TO ASSESS THE PROPER CLASSIFICATIONS.
FOR ALL CATASTROPHE JOBS, ATI WILL CHARGE A FEE TOTALING █ OF THE TOTAL INVOICE. THIS FEE WILL ASSIST IN COVERING CORPORATE OVERSIGHT, MANAGEMENT, INCLUDING: LARGE LOSS/ CAT MANAGEMENT, ADMINISTRATIVE SUPPORT, WAREHOUSING, ACCOUNTS PAYABLE AND RECEIVABLE, LEGAL FEES, THE LOGISTICS OF REROUTING VITAL COMPANY RESOURCES, AND INCREASED LABOR RATES FOR TRAVELING STAFF. A CATASTROPHE IS DEFINED AS FOLLOWS: <ul style="list-style-type: none"> - ANY LOCAL, REGIONAL, OR NATIONAL STATE OF EMERGENCY - ANY DISASTER RESULTING IN A RESPONSE FROM FEMA - ANY JOB FOR WHICH ATI DEPLOYS THEIR CATASTROPHE TEAM - ANY NON-CONSTRUCTION LEAD EXCEEDING ONE MILLION DOLLARS IN VALUE
FOR ALL CONSTRUCTION TIME AND MATERIAL PROJECTS, A █ OVERHEAD FACTOR, PLUS A █ PROFIT FACTOR WILL BE APPLIED TO THE ENTIRE ESTIMATE, INCLUDING: LABOR, MATERIALS, EQUIPMENT, SUBCONTRACTORS/VENDORS, EXPENSES, AND PER DIEM.
SUBCONTRACTORS, VENDORS, TRAVEL, LODGING, FREIGHT, TRANSPORTATION, TAXES, PERMITS AND ALL OTHER COSTS WILL BE INVOICED AT COST PLUS █ OVERHEAD, PLUS █ PROFIT.
ALL JOBS PERFORMED AFTER NORMAL BUSINESS HOURS WILL BE CHARGED AN EMERGENCY SERVICE FEE OF █. NORMAL BUSINESS HOURS ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM.



Schedule A Labor



NOTES

ATI STAFF WORKING HOLIDAYS WILL BE PAID DOUBLE TIME. ATI RECOGNIZES THE FOLLOWING NATIONAL HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, AND CHRISTMAS DAY. FEDERAL, STATE AND LOCAL GOVERNMENT WORK MAY REQUIRE ADDITIONAL PAID HOLIDAYS WHICH WILL ALSO BE PAID AND CHARGED DOUBLETIME.

ALL OUTSIDE LABOR FOR THE SCOPE OF THE PROJECT WILL BE BILLED ACCORDING TO THE LABOR CLASSIFICATION AND HOURLY RATES PUBLISHED IN THIS DOCUMENT PLUS ALL APPLICABLE FEES SUCH AS PER DIEM, SMALL TOOLS, VEHICLES, LODGING, ETC. FOR OUTSIDE LABOR PROVIDED OUTSIDE OF THE RATES PUBLISHED IN THIS DOCUMENT, INVOICES FOR LABOR WILL BE SUBJECT TO A [REDACTED] OVERHEAD, PLUS A [REDACTED] PROFIT MARK-UP.

ATI PAYS ITS EMPLOYEES IN ACCORDANCE WITH ALL APPLICABLE OVERTIME LAWS. IN ALASKA, CALIFORNIA, NEVADA, PUERTO RICO, AND THE VIRGIN ISLANDS, OVERTIME IS EARNED AFTER 8 HOURS OF WORK IN A SINGLE DAY. IN CALIFORNIA, DOUBLETIME IS EARNED AFTER 12 HOURS IN A SINGLE WORKDAY AND AFTER 8 HOURS ON SUNDAY. IN COLORADO, OVERTIME IS EARNED AFTER 12 HOURS OF WORK IN A SINGLE DAY. IN ALL OTHER STATES, AN EMPLOYEE BEGINS TO EARN OVERTIME AFTER COMPLETING 40 HOURS OF WORK IN A MONDAY THROUGH RIDAY WEEK.

IN ALL STATES, ALL HOURS WORKED ON SATURDAY AND SUNDAY ARE CONSIDERED OVERTIME. ADDITIONALLY, ALL HOURS WORKED ARE CUMULATIVE OVER ALL JOBS. HOURS ARE BILLED TO JOBS ACCORDING TO THE EMPLOYEE'S OVERTIME ELIGIBILITY WHEN THE HOURS ARE WORKED BY THE EMPLOYEE. THESE OVERTIME BILLING RATES SHALL APPLY REGARDLESS OF HOW MANY HOURS THE EMPLOYEE HAS SPENT ON THE RELEVANT PROJECT. EXAMPLE: IF A TECH WORKS 30 HOURS ON ONE JOB AND WORKS 20 HOURS ON THE NEXT JOB, THAT SECOND JOB WILL BE BILLED FOR 10 REGULAR HOURS AND 10 OVERTIME HOURS.

FOR PROJECTS INVOLVING TRAVEL AND/OR OVERNIGHT STAYS, ATI PROVIDES PER DIEM IN ACCORDANCE WITH THE U.S. GENERAL SERVICES ADMINISTRATION'S PUBLISHED PER DIEM RATES. THESE RATES CAN BE FOUND AT [HTTPS://WWW.GSA.GOV/TRAVEL/PLAN-BOOK/PER-DIEM-RATES](https://www.gsa.gov/travel/plan-book/per-diem-rates). PER DIEM RATES ARE SUBJECT TO A [REDACTED] OVERHEAD FACTOR PLUS A [REDACTED] PROFIT FACTOR.

STANDARD RATES ARE RATES THAT APPLY TO WORK PERFORMED WITHIN STANDARD BUSINESS HOURS: 8:00 AM-5:00 PM, MONDAY THROUGH FRIDAY FOR NON-PREVAILING WAGE PROJECTS.

OUR RATES FOR LABOR, MATERIALS, AND EQUIPMENT DO NOT INCLUDE THE COSTS OF LOCAL AND STATE TAXES, LICENSING, OR PERMIT FEES.

A MINIMUM STAND-BY CHARGE OF 4 HOURS PER EMPLOYEE WILL BE BILLED.

THE HOURLY SCHEDULED LABOR RATES ARE BILLED PORTAL TO PORTAL (I.E. OFFICE TO JOBSITE OR JOBSITE TO JOBSITE) FOR ATI EMPLOYEES, VENDORS, AND SUBCONTRACTORS.



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
ABSORBANT BEAD/QUICK SORB			
ABSORBANT PAD			
ABSORBANT PAD HEAVY DUTY			
ABSORBANT SAFETY SPILL KIT			
ADHESIVE SPRAY			
AIR BLAST NOZZLE			
AIR CASSETTES 37MM LEAD			
AIR CASSETTES ASBESTOS			
AIR NEUTRALIZER			
AIR WHIP MULTI-WHIP			
ALCOHOL ISOPROPYL			
ANABEC			
BAG HEPA VAC 12GL			
BAG HEPA VAC 2.5 GL			
BAG HEPA VAC 5GL			
BAGS 2MIL 30 X 40 CLEAR			
BAGS 3MIL 30 X 40 CLEAR			
BAGS 3MIL BLACK GARBAGE			
BAGS 6MIL 30 X 40 "A"			
BAGS 6MIL 30 X 40 "NON-HAZ"			
BAGS 6MIL 30 X 40 CLEAR			
BAGS 6MIL 33 X 50 CLEAR			
BAGS BIOHAZARD 33 GL			
BIOHAZARD 14 GALLON CAN			
BIOHAZARD 6 GALLON CAN			
BLADES 2" HYDE CARBIDE 2 EDGE			
BLADES 2" TILE BAR			
BLADES 3.5" TILE BAR			
BLADES 4" RAZOR SCRAPER			
BLADES 8" FLOOR SCRAPER			
BLADES CARBIDE CUTTER			
BLADES DIAMOND PLATE EDGER 7"			
BLADES KETT SAW DRYWALL			
BLADES KETT SAW PLASTER			
BLADES SAWZALL BI METAL			
BLADES SAWZALL WOOD			
BOOTIES SHOE COVER			
BOOTS RUBBER			
BOOTS YELLOW HAZMAT DISPOSABLE			
BOX DISH			



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
BOX DOCUMENT/BANKER WITH LID	CONTENTS		
BOX FREEZE DRY	CONTENTS		
BOX LAMP	CONTENTS		
BOX LARGE WHITE 4.5 CUBIC FOOT	CONTENTS		
BOX MIRROR	CONTENTS		
BOX SMALL WHITE 1.5 CUBIC FOOT	CONTENTS		
BOX WARDROBE 24"	CONTENTS		
BOX X-RAY	CONTENTS		
BRUSH NYLON TOOTHBRUSH	CLEANING		
BRUSH SCRUB	CLEANING		
BRUSH STEEL TOOTHBRUSH	CLEANING		
BRUSH UTILITY	CLEANING		
BUBBLE WRAP ANTI STATIC SM 24 X 750	CONTENTS		
BUBBLE WRAP CUSHION PACK 48"	CONTENTS		
BUBBLE WRAP LARGE 24 X 250 1/2"	CONTENTS		
BUBBLE WRAP LARGE 48 X 250	CONTENTS		
BUBBLE WRAP SMALL 24 X 750 3/16"	CONTENTS		
CARPET MASK/SHIELD	SURFACE PROTECTION		
CLEANER BROAD SPECTRUM	CHEMICALS		
CLEANER BROAD SPECTRUM	CHEMICALS		
CLEANER CARPET EMULSIFIER	CHEMICALS		
CLEANER CONTACT & CIRCUIT BOARD	CHEMICALS		
CLEANER GERMICIDAL	CHEMICALS		
CLEANER GERMICIDAL CONCENTRATE 3/121 FO	CHEMICALS		
CLEANER GERMICIDAL CONCENTRATE 8/64 FO	CHEMICALS		
CLEANER GLASS	CHEMICALS		
CLEANER HEAVY DUTY	CHEMICALS		
CLEANER LEAD	CHEMICALS		
CLEANER MICRO COIL CLEANER	CHEMICALS		
CLEANER OVEN/GRILL	CHEMICALS		
CLEANER POWER COIL CLEANER	CHEMICALS		
CLEANER SIMPLE GREEN	CHEMICALS		
CLEANER WALL WASH	CHEMICALS		
COROPLAST SHEET	SURFACE PROTECTION		
CORRUGATED CARDBOARD 48"	SURFACE PROTECTION		
COVERALLS 20Z	PPE		
COVERALLS BLUE A60	PPE		
COVERALLS TYVEK	PPE		
COVERALLS YELLOW	PPE		
CREAM CLEANSER	CHEMICALS		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
DEFOAMER	CHEMICALS		
DEGREASER REGULAR OR WORKHORSE	CHEMICALS		
DEODORIZER BOTANICAL	CHEMICALS		
DEODORIZER MOUNTAIN AIR	CHEMICALS		
DEODORIZER SMOKE/ODOR	CHEMICALS		
DEODORIZER THERMAL FOG	CHEMICALS		
DEODORIZOR DUCT ODOR ELIMINATOR	CHEMICALS		
DESSICANT BEADS	CHEMICALS		
DETERGENT DISH	CHEMICALS		
DETERGENT LAUNDRY	CHEMICALS		
DISINFECTANT SHOCKWAVE	CHEMICALS		
DISINFECTANT 4-IN-1 12/14 OZ	CHEMICALS		
DISINFECTANT BOTANICAL	CHEMICALS		
DISINFECTANT GERMICIDAL	CHEMICALS		
DISINFECTANT HYDROGEN PEROXIDE 4/128 FO (COMMERCIAL)	CHEMICALS		
DISINFECTANT HYDROGEN PEROXIDE 9/32 FO (COMMERCIAL)	CHEMICALS		
DISINFECTANT PHENOL	CHEMICALS		
DISINFECTANT QUATERNARY	CHEMICALS		
DISINFECTANT SPORICIDIN	CHEMICALS		
DISINFECTANT SURFACE	CHEMICALS		
DISPOSABLE DECON	CONTAINMENTS		
DRY ICE	CHEMICALS		
DUCT LINER 1" 3' X 100'	HVAC		
DUCT MASTIC	HVAC		
ENCAPSULANT CLEAR	CHEMICALS		
ENCAPSULANT FUNGICIDAL	CHEMICALS		
ENCAPSULANT HEAVY DUTY	CHEMICALS		
ENCAPSULANT SMOKE/ODOR	CHEMICALS		
ENCAPSULANT WHITE	CHEMICALS		
FILTER 20 MICRON SHOWER	FILTER		
FILTER 5 MICRON SHOWER	FILTER		
FILTER CHARCOAL/CARBON MEDIA	FILTER		
FILTER CUBE 24 X 24 X 15 NIKRO	FILTER		
FILTER HAKO PROTECTOR	FILTER		
FILTER HEPA 12 X 12 X 12	FILTER		
FILTER HEPA 16 X 16 X 12	FILTER		
FILTER HEPA 16 X 16 X 6	FILTER		
FILTER HEPA 18 X 18 X 12	FILTER		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
FILTER HEPA 24 X 16 X 12	FILTER		
FILTER HEPA 24 X 24 X 12	FILTER		
FILTER HEPA 24 X 24 X 12 NIKRO	FILTER		
FILTER HEPA VAC 12GL	FILTER		
FILTER HEPA VAC 5GL	FILTER		
FILTER HEPA VAC PLEATED 15 X 15 X 6 (NITRO)	FILTER		
FILTER NILFISK STD MICRO	FILTER		
FILTER NORTH 1/2 COMBO	FILTER		
FILTER NORTH 1/2 RESPIRATOR	FILTER		
FILTER PAPER	FILTER		
FILTER PLEATED 12 X 12 X 1	FILTER		
FILTER PLEATED 12 X 12 X 1 CARBON	FILTER		
FILTER PLEATED 12 X 12 X 2	FILTER		
FILTER PLEATED 12 X 12 X 2 CARBON C100	FILTER		
FILTER PLEATED 12 X 12 X 2 CARBON C200	FILTER		
FILTER PLEATED 16 X 16 X 1 CARBON	FILTER		
FILTER PLEATED 16 X 16 X 2	FILTER		
FILTER PLEATED 16 X 16 X 2 CARBON	FILTER		
FILTER PLEATED 16 X 20 X 2	FILTER		
FILTER PLEATED 16 X 24 X 2	FILTER		
FILTER PLEATED 16 X 24 X 2 CARBON C100	FILTER		
FILTER PLEATED 16 X 24 X 2 CARBON C200	FILTER		
FILTER PLEATED 24 X 18	FILTER		
FILTER PLEATED 24 X 24	FILTER		
FILTER PLEATED 24 X 24 X 1 CARBON C 200	FILTER		
FILTER PLEATED 24 X 24 X 2 CARBON C 200	FILTER		
FILTER PLEATED 24 X 24 X 4 NIKRO	FILTER		
FILTER PLEATED CHARCOAL 24 X 24	FILTER		
FILTER PRE 12 X 12 X 1/2	FILTER		
FILTER PRE 16 X 16 X 1/2	FILTER		
FILTER PRE 24 X 16	FILTER		
FILTER PRE 24 X 18 X 1/2	FILTER		
FILTER PRE 24 X 24 X 1/2	FILTER		
FILTER WIRE 12 X 12	FILTER		
FILTER WIRE 16 X 16	FILTER		
FILTER WIRE 24 X 16	FILTER		
FILTER WIRE 24 X 18	FILTER		
FILTER WIRE 24 X 24	FILTER		
FIRESTOP SEALANT FS ONE FOIL	HVAC		
FIRESTOPPING PLUG 2"	HVAC		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
FLEX DUCT 10"	HVAC		
FLEX DUCT 12"	HVAC		
FLEX DUCT INSULATION R6 10"	HVAC		
FLEX DUCT INSULATION R6 12"	HVAC		
FLEX DUCT INSULATION R6 14"	HVAC		
FLEX DUCT INSULATION R6 6"	HVAC		
FLEX DUCT INSULATION R6 7"	HVAC		
FLEX DUCT INSULATION R6 8"	HVAC		
FLEX DUCT INSULATION R6 9"	HVAC		
FLOOR OIL SOAP	CHEMICALS		
FLOOR PROTECTION REUSABLE 2 MIL	SURFACE PROTECTION		
FURNITURE BLOCKS	CONTENTS		
GEL BLOCK LARGE	CHEMICALS		
GEL BLOCK SMALL	CHEMICALS		
GLASSES ANTIFOG SAFETY	PPE		
GLOVE BAG 44 X 60 (HORIZONTAL)	DISPOSAL		
GLOVE BAG 60 X 84 (VERTICAL)	DISPOSAL		
GLOVES 22MIL 15" HD NITRILE	PPE		
GLOVES 5MIL PF	PPE		
GLOVES 8MIL NITRILE	PPE		
GLOVES BLACK NITRILE	PPE		
GLOVES CHEMICAL- RESISTANT 12"	PPE		
GLOVES CUT-RESISTANT	PPE		
GLOVES KNIT WHITE WITH DOTS	PPE		
GLOVES LEATHER	PPE		
GLOVES PALM-COATED	PPE		
GLOVES YELLOW LATEX	PPE		
GOGGLES SAFETY	PPE		
HEARING PROTECTION (EAR PLUGS)	PPE		
HVAC MOLD MAINTAIN	HVAC		
HVAC MOLD PREVENTION	HVAC		
INSULATION ASTRO FOIL REFLECTIVE	HVAC		
INSULATION REPAIR CLOTH 3 RL/PAIL	CHEMICALS		
LABEL FRAGILE	CONTENTS		
LAYFLAT 4MIL 24 X 500' AS CR 100	HVAC		
LAYFLAT 6MIL 12 X 500'	HVAC		
LAYFLAT 6MIL 18 X 500'	HVAC		
LAYFLAT 6MIL 22 X 500	HVAC		
LAYFLAT 6MIL 30" X 500	HVAC		
LEMON OIL	CHEMICALS		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
LIGHT BULB HALOGEN	MISCELLANEOUS		
LIGHT UV BLACK LIGHT	MISCELLANEOUS		
LUBRICANT GREASELESS	CHEMICALS		
LUBRICANT NONDRYING FILM	CHEMICALS		
LUBRICANT PENETRATING	CHEMICALS		
LUBRICANT RUST INHIBITOR	CHEMICALS		
LUMINOL	CHEMICALS		
MASK N100 WITH VALVE	PPE		
MASK N95 WITH VALVE	PPE		
MASK NUISANCE DUST	PPE		
MINERAL WOOL	CLEANING		
ODOR COUNTERACTANT	CHEMICALS		
ODORCIDE	CHEMICALS		
PLYWOOD 4 X 8 X 1/2	MISCELLANEOUS		
PLYWOOD 4 X 8 X 1/4	MISCELLANEOUS		
PLYWOOD 4 X 8 X 7/16	MISCELLANEOUS		
POLISH FURNITURE	CHEMICALS		
POLISH STAINLESS STEEL	CHEMICALS		
POLY 1.5MIL 12 X 200 CLEAR	CONTAINMENTS		
POLY 1.5MIL 20 X 200	CONTAINMENTS		
POLY 10MIL 20 X 100 CLEAR	CONTAINMENTS		
POLY 10MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS		
POLY 2MIL 10 X 100 CLEAR	CONTAINMENTS		
POLY 2MIL 20 X 200	CONTAINMENTS		
POLY 2MIL 8' 4" X 200	CONTAINMENTS		
POLY 4MIL 10 X 100	CONTAINMENTS		
POLY 4MIL 10 X 100 FIRE-RESISTANT	CONTAINMENTS		
POLY 4MIL 12 X 100	CONTAINMENTS		
POLY 4MIL 20 X 100 CLEAR	CONTAINMENTS		
POLY 4MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS		
POLY 4MIL 4 X 100	CONTAINMENTS		
POLY 4MIL 8 X 100	CONTAINMENTS		
POLY 6MIL 12 X 100	CONTAINMENTS		
POLY 6MIL 20 X 100 AS FIRE-RESISTANT	CONTAINMENTS		
POLY 6MIL 20 X 100 BLACK	CONTAINMENTS		
POLY 6MIL 20 X 100 CLEAR	CONTAINMENTS		
POLY 6MIL 20 X 100 FIRE-RESISTANT	CONTAINMENTS		
POLY 6MIL 20 X 100 REINFORCED	CONTAINMENTS		
POLY 6MIL 20 X 100 REINFORCED FIRE-RESISTANT	CONTAINMENTS		
POLY 6MIL 8 X 100	CONTAINMENTS		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
POLY CLIP LOOP TWIST	CONTAINMENTS		
POLY HANGER # 3 BLUE	CONTAINMENTS		
POLY HANGER # 4 RED	CONTAINMENTS		
POLY TUBING 4MIL 19.5 X 500 12" DIA	MISCELLANEOUS		
POLY TUBING 4MIL 22 X 500 12" DIA	MISCELLANEOUS		
Q-TIPS 3" (SMALL)	CLEANING		
Q-TIPS 6" (LARGE)	CLEANING		
RAGS BAR MOP	CLEANING		
RAGS MIXED KNIT	CLEANING		
RAGS SURGICAL BLUE	CLEANING		
RAGS WHITE	CLEANING		
RAGS WHITE WAFFLE	CLEANING		
REMOVER ADHESIVE AND MARKS	CHEMICALS		
REMOVER CARPET ADHESIVE	CHEMICALS		
REMOVER MASTIC	CHEMICALS		
REMOVER MASTIC SOY	CHEMICALS		
REMOVER MASTIC SOY	CHEMICALS		
REMOVER PAINT	CHEMICALS		
REMOVER PAINT HEAVY DUTY	CHEMICALS		
REMOVER PAINT HEAVY DUTY	CHEMICALS		
REMOVER STAIN	CHEMICALS		
REMOVER URINE 4/128 FO	CHEMICALS		
ROSIN PAPER	MISCELLANEOUS		
ROTARY BRUSH REPLACEMENT CORE	HVAC		
ROTARY BRUSH REPLACEMENT HEAD	HVAC		
SAND BAG .5 CU FT Filled	MISCELLANEOUS		
SAND BAG 25 LB Empty	MISCELLANEOUS		
SAND BAG 30 LB Filled	MISCELLANEOUS		
SAND BAG 60 LB Empty	MISCELLANEOUS		
SAND PAPER DISK	MISCELLANEOUS		
SANI 10	CHEMICALS		
SAW DUST	CLEANING		
SCOURING PADS DOODLE BUG	CLEANING		
SCOURING SPONGES YELLOW & GREEN	CLEANING		
SCRUBS	PPE		
SEALANT DUCTING	CHEMICALS		
SEALANT LEAD	CHEMICALS		
SEALANT LEAD	CHEMICALS		
SEALANT MOLD CLEAR	CHEMICALS		
SEALANT MOLD WHITE	CHEMICALS		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
SEALANT SMOKE/ODOR CLEAR	CHEMICALS		
SEALANT SMOKE/ODOR CLEAR	CHEMICALS		
SEALANT SMOKE/ODOR WHITE	CHEMICALS		
SEALANT SMOKE/ODOR WHITE	CHEMICALS		
SEALANT SOOT	CHEMICALS		
SEALANT SURFACE BOTANICAL	CHEMICALS		
SHAMPOO	CHEMICALS		
SHRINK WRAP	CONTENTS		
SIGN DANGER (ENGLISH)	SIGN		
SIGN DANGER (SPANISH)	SIGN		
SIGN HAZARD LEAD (ENGLISH)	SIGN		
SIGN HAZARD LEAD (SPANISH)	SIGN		
SIGN HAZARD MOLD (ENGLISH)	SIGN		
SIGN HAZARD MOLD (SPANISH)	SIGN		
SMOKE/FIRE/CHEMICAL SPONGES	CLEANING		
STEEL WOOL FINE	CLEANING		
STORAGE DRUM 55GL METAL	MISCELLANEOUS		
SURFACE PROTECTION TEMPORARY 10MIL	SURFACE PROTECTION		
SURFACTANT	CHEMICALS		
TACKY MAT	SURFACE PROTECTION		
TACKY MAT REFILL	SURFACE PROTECTION		
TAPE ASBESTOS AHERA WHITE	TAPE		
TAPE ASBESTOS RED DANGER	TAPE		
TAPE BIOHAZARD	TAPE		
TAPE CAUTION LEAD	TAPE		
TAPE CAUTION YELLOW	TAPE		
TAPE CONTENTS PACKING CLEAR 2"	TAPE		
TAPE DANGER DO NOT ENTER	TAPE		
TAPE DUCT 2"	TAPE		
TAPE HARD CAST 3.5	TAPE		
TAPE INSULATED FOIL SCRIM KRAFT 3"	TAPE		
TAPE PAINTERS BLUE 2"	TAPE		
TAPE PAINTERS BLUE 3"	TAPE		
TAPE WHITE POLY 2"	TAPE		
TAPE YELLOW POLY 2"	TAPE		
TIE WEBBING	CONTENTS		
UNIBIT	HVAC		
VACUUM EXTENSION WAND 1.25"	HVAC		
VACUUM REPLACEMENT BRUSH HEAD	HVAC		
VAPORTECH MEMBRANE	CHEMICALS		



Schedule B Materials



DESCRIPTION	CATEGORY	UOM	RATE
WASTE CONTAINER COLLAPSIBLE	DISPOSAL		
WATER BOTTLED	PPE		
WIPES GERMICIDAL 2/110 CT	CLEANING		
WIPES GERMICIDAL 2/110 CT REFILL	CLEANING		
WIPES GERMICIDAL 6/150 CT	CLEANING		
WIPES GERMICIDAL 6/70 CT	CLEANING		
WIPES HYDROGEN PEROXIDE 2/185 CT	CHEMICALS		
WIPES HYDROGEN PEROXIDE 2/185 CT REFILL	CHEMICALS		
WIPES HYDROGEN PEROXIDE 6/155 CT	CHEMICALS		
WIPES HYDROGEN PEROXIDE 6/95 CT	CHEMICALS		
WIPES MASK	CLEANING		
WIPES MASK REFILL	CLEANING		
WIPES RESPIRATOR	CLEANING		
WIPES SPORICIDIN	CLEANING		
ZIP TIES 48"	CONTENTS		
ZIPPERS FOR CONTAINMENT	CONTAINMENTS		
ZIPPERS FOR CONTAINMENT	CONTAINMENTS		

CODE	DESCRIPTION
MARKET	ATI RESERVES THE RIGHT TO ADJUST THE PRICING OF ALL MATERIALS AND CONSUMABLES BASED ON MARKET CONDITIONS BEYOND OUR CONTROL. THIS WOULD INCLUDE PRICING INCREASES FROM MARKET CONDITIONS SUCH AS CHANGES IN PRODUCT DEMANDS BASED UPON A REGIONAL OR NATIONAL CATASTROPHE.
MATERIALS NOT ON THE RATE SHEET	UNSCHEDULED MATERIALS PURCHASED FOR THE PROJECT WILL BE BILLED AT COST PLUS [REDACTED]
SMALL TOOLS	A [REDACTED] SMALL TOOLS CHARGE WILL BE BASED ON THE LABOR TOTAL. A LIST OF SMALL TOOLS CAN BE FOUND IN SCHEDULE D.



Schedule C Equipment



DESCRIPTION	CATEGORY	UOM	RATE
50' CABLING (DIESEL, ELECTRIC, OR PROPANE)	POWER		
AIR COMPRESSOR - ELECTRIC LARGE (5 HP)	AIR		
AIR COMPRESSOR - ELECTRIC X-LARGE (15 HP)	AIR		
AIR COMPRESSOR & ACCESSORIES - X-LARGE (300-450 CFM)	AIR		
AIR COMPRESSOR & ACCESSORIES - MEDIUM (10-50 CFM)	AIR		
AIR COMPRESSOR & ACCESSORIES - SMALL (10 CFM)	AIR		
AIR COMPRESSOR & ACCESSORIES - LARGE (90-150 CFM)	AIR		
AIR MOVER	DRYING		
AIR MOVER WITH WALL DRYING SYSTEM & ATTACHMENTS	DRYING		
AIR SAMPLING PUMP	AIR		
AIR TOOL KIT	HVAC		
AIR WHIP SYSTEM	HVAC		
AIR WOLF WITH HOSES & TEE VALVES	AIR		
AIRLESS SPRAYER	AIR		
ANTI STATIC HEEL GROUNDOR OR WRIST STRAPS	HIGH TECH		
APPLIANCE DOLLY	MOVING		
BLADDER / ZONE BAG	HVAC		
BOBCAT SKID STEER LOADER	VEHICLE & FUEL		
BORESCOPE	INSPECTION		
BOX VAN - LARGE	VEHICLE & FUEL		
BOX VAN - MEDIUM	VEHICLE & FUEL		
BOX VAN - SMALL	VEHICLE & FUEL		
CABLE RAMP COVERS	POWER		
CARGO VAN	VEHICLE & FUEL		
CARPET CLEANER - PORTABLE	CLEANER		
CARPET CLEANER - TRUCK MOUNTED (FEES INCLUDED)	VEHICLE & FUEL		
CART SPRAY SYSTEM	HVAC		
CATASTROPHE TRAILER	VEHICLE & FUEL		
CLEANING EQUIPMENT WITH HEPA	CLEANER		
CUTTING KIT PNEUMATICS/NIBBLER/AIR HAMMER/CLAW RIPPER	HVAC		
DECON CHAMBER - STAINLESS	CONTAINMENT		
DEHUMIDIFIER - LARGE (110-159 PPD)	DRYING		
DEHUMIDIFIER - MEDIUM (70-109 PPD)	DRYING		
DEHUMIDIFIER - SMALL (69 PPD)	DRYING		
DEHUMIDIFIER - X-LARGE (160+ PPD)	DRYING		
DESICCANT DEHUMIDIFIER - LARGE (5,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - MEDIUM (3,000-4,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - SMALL (1,000 - 2,500 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - PORTABLE (<500 CFM)	DRYING		



Schedule C Equipment



DESCRIPTION	CATEGORY	UOM	RATE
DESICCANT DEHUMIDIFIER - PORTABLE (500 - 1,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - X-LARGE (7,500 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - XX-LARGE (10,000 CFM)	DRYING		
DESICCANT DEHUMIDIFIER - XXX-LARGE (15,000 CFM)	DRYING		
DRY ICE BLASTING UNIT	MISCELLANEOUS		
DUMP TRUCK	VEHICLE & FUEL		
DUST COLLECTOR - MACHINE-POWERED	CLEANER		
ELECTRICAL DISTRIBUTION PANEL - 100 AMP	POWER		
ELECTRICAL DISTRIBUTION PANEL - 200 AMP	POWER		
ELECTRICAL DISTRIBUTION PANEL - 300 AMP	POWER		
ELECTRICAL DISTRIBUTION PANEL - 400 AMP	POWER		
EXTRACTION FLOOD UNIT - PORTABLE	EXTRACTION		
EXTRACTION FLOOD UNIT - TRUCK MOUNTED	EXTRACTION		
FLAT BOX CART	MOVING		
FLATBED MOVING WITH FORKLIFT	VEHICLE & FUEL		
FLOOR BUFFER	FLOOR		
FLOOR EDGER 7"	FLOOR		
FLOOR GRINDER 25"	FLOOR		
FLOOR SCRAPER & REMOVER - RIDE-ON	FLOOR		
FOGGER - THERMAL	DEODORIZATION		
FOGGER - ULV	DEODORIZATION		
FURNITURE BLANKETS	MOVING		
FURNITURE PADS	MOVING		
GENERATOR - 10 KW	POWER		
GENERATOR - 100 KW	POWER		
GENERATOR - 150 KW	POWER		
GENERATOR - 175 KW	POWER		
GENERATOR - 200 KW	POWER		
GENERATOR - 250 KW	POWER		
GENERATOR - 30 KW	POWER		
GENERATOR - 300 KW	POWER		
GENERATOR - 400 KW	POWER		
GENERATOR - 5 KW	POWER		
GENERATOR - 50 KW	POWER		
GENERATOR - 75 KW	POWER		
HARD HAT	PPE		
HEATER - ELECTRIC LARGE	HEATING		
HEATER - ELECTRIC SMALL	HEATING		
HEATER - FURNACE	HEATING		
HEATER - PROPANE LARGE (400K BTU)	HEATING		



Schedule C Equipment



DESCRIPTION	CATEGORY	UOM	RATE
HEATER - PROPANE SMALL	HEATING		
HEPA DECON CART	CLEANER		
HYDROGEN TANK	AIR		
HYDROXYL	DEODORIZATION		
ICRA BARRIER, DOOR	MISCELLANEOUS		
ICRA BARRIER, PANEL	MISCELLANEOUS		
INJECTIDRY WITH HOSES	DRYING		
INJECTIDRY WITH HOSES & HEPA INTERCEPTOR	DRYING		
KETT SAW	MISCELLANEOUS		
LIGHT, WORKLIGHT - FLOOD LIGHT, TEMP STRING	POWER		
MANOMETER	INSPECTION		
MOBILE CONTAINMENT CUBES WITH HEPA	CONTAINMENT		
NEGATIVE AIR MACHINE - LARGE (2,000 CFM)	AIR		
NEGATIVE AIR MACHINE - MEDIUM (1,000 - 1,800 CFM)	AIR		
NEGATIVE AIR MACHINE - SMALL (1,000 CFM)	AIR		
NITROGEN TANK	HVAC		
OZONE GENERATOR - LARGE	DEODORIZATION		
OZONE GENERATOR - SMALL	DEODORIZATION		
PASSENGER VAN	VEHICLE & FUEL		
PERSONAL FALL PROTECTION - HARNESS & LANYARD	PPE		
PERSONAL FALL PROTECTION - LIFELINES	PPE		
PICKUP TRUCK	VEHICLE & FUEL		
PICKUP TRUCK - HEAVY DUTY - 3/4 TON	VEHICLE & FUEL		
POP UP SHOWER WITH FILTRATION	CONTAINMENT		
POP UP TENT	MISCELLANEOUS		
PRESSURE WASHER	CLEANER		
PRESSURE WASHER - HOT	CLEANER		
PUMP - SUBMERSIBLE - GAS	EXTRACTION		
RESPIRATOR - 1/2 FACE	PPE		
RESPIRATOR - FULL FACE	PPE		
RESPIRATOR - PAPR	PPE		
ROTARY BRUSH KIT	HVAC		
SCAFFOLDING, ROLLING - LARGE	MISCELLANEOUS		
SCAFFOLDING, ROLLING - SMALL	MISCELLANEOUS		
SODA BLASTER UNIT - 6.5 CU	CLEANER		
SPIDER BOX - WITH CABLE	POWER		
SPIDER BOX CABLES - 100'	POWER		
STAKEBED	VEHICLE & FUEL		
STORAGE - CONTAINER BOX	MISCELLANEOUS		
THERMAL IMAGING CAMERA	INSPECTION		



Schedule C Equipment



DESCRIPTION	CATEGORY	UOM	RATE
THERMOHYGROMETER	INSPECTION		
THERMOMETER	INSPECTION		
ULTRA VIOLET MOBILE ROOM SANITIZER LARGE	HIGH TECH		
ULTRA VIOLET MOBILE ROOM SANITIZER SMALL	HIGH TECH		
ULTRASONIC CLEANING MACHINE LARGE	CLEANER		
ULTRASONIC CLEANING MACHINE SMALL	CLEANER		
UTILITY VEHICLE, GOLF CART OR EQUIVALENT	VEHICLE & FUEL		
VACUUM - BACKPACK	CLEANER		
VACUUM - HEALTHCARE	CLEANER		
VACUUM - HEPA - SMALL	CLEANER		
VACUUM- HEPA - LARGE	CLEANER		
VIDEO TOOL ROBOT	HVAC		
WORKSTATION (TABLE, CHAIR, LIGHTS, ESD)	MISCELLANEOUS		

EQUIPMENT NOTES	
GAS AND MILEAGE	ATI INCLUDES GASOLINE AND MILEAGE IN THE DAILY RATES FOR VEHICLES. ADDITIONAL GAS AND MILEAGE WILL NOT BE CHARGED.
WEEKLY CONVERSION	THE WEEKLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 5 DAILY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 7 DAYS, THE WEEKLY RATE APPLIES.
MONTHLY CONVERSION	THE MONTHLY RENTAL FEE FOR EQUIPMENT IS EQUIVALENT TO 15 DAILY RENTAL FEES OR 3 WEEKLY RENTAL FEES. ONCE EQUIPMENT IS ON RENTAL FOR 30 DAYS, THE MONTHLY RATE APPLIES.
CONVERSION EXCEPTIONS	WEEKLY AND MONTHLY DISCOUNTS TO NOT APPLY TO VEHICLES OR STORAGE VAULTS. NO CONVERSION DISCOUNTS WILL BE APPLIED TO ANY INVOICE PAID AFTER NET 60 DAYS.
EQUIPMENT CONVERSION EXAMPLE	EXAMPLE: EQUIPMENT ON RENTAL FOR 17 DAYS WILL BE CHARGED FOR 2 WEEKS RENTAL AND 3 DAILY RENTALS. THE 2 WEEKS RENTAL CHARGES EQUATES OUT TO 10 DAILY + 3 DAILY RENTALS = 13 DAY RENTAL. IF THE INVOICE IS NOT PAID IN NET 60 DAYS, THIS EQUIPMENT WILL BE CHARGED FOR 17 DAILY RENTALS.
UNSCHEDULED EQUIPMENT PURCHASE	THE DAILY RENTAL RATE FOR UNSCHEDULED EQUIPMENT PURCHASED FOR THE PROJECT WILL BE XXXX OF THE PURCHASE PRICE.



Schedule D Small Tools



SMALL TOOLS: A 3% CHARGE BASED ON THE LABOR TOTAL	
ACCOUNTING KITS	PAINT ROLLERS
BARREL PUMPS	PALLET JACKS
BARS	PAPER TOWELS
BATTERIES	PLIERS
BOLT CUTTERS	PORTABLE TOOLBOX
BUCKETS	POWER TOOLS
CELL PHONES	RATCHET SETS
CHAIN SAWS	ROTO ZIPS
CHAINS	SANDERS
CHAIRS	SAWZALLS
CROW BARS	SCRAPER BARS
DEMO CART	SCREW DRIVERS
DRILLS	SHEARS
DRIVES	SHOVELS
DUST PANS	SMOCKS
EXTENSION CORDS	SPRAY BOTTLES
FIRE EXTINGUISHERS	SQUEEGEES
FIRST AID KITS	STAPLE GUNS
FLASH LIGHTS	TABLES
FUEL CANS	TAPE GUNS
FURNITURE BLOCKS	TOOL BOX
FURNITURE TAGS	TRASH BINS
HAMMERS	TRASH CANS
HANDLES	T-SHIRTS
HARD HATS	TWO-WAY RADIOS
HOG RINGS	UNGER POLES
ICE CHESTS	UNIFORMS
INVENTORY TAGS	UTILITY BLADES
JOB BOX	UTILITY KNIVES
LADDERS	VESTS
LIGHT BULBS	WATER COOLER
LOCKS	WATER HOSES
MOISTURE METER	WIPES
MOP BUCKETS	WHEELBARROW
MOP HEADS	WRENCHES
MOPS	



Schedule E Debris Removal and Construction



LABOR RATES	
DEBRIS REMOVAL	FOR DEBRIS REMOVAL TRADE LABOR, PLEASE REFER TO ATI'S T&M PRICING CATALOG VERSION UPDATE [REDACTED] PREVAILING WAGE LABOR TO BE BILLED AT THE CCM OF [REDACTED] BUT NOT LOWER THAN THE ASSOCIATED LABOR RATES IN THE ABOVE REFERENCED PRICING CATALOG.
CONSTRUCTION	FOR CONSTRUCTION TRADE LABOR, PLEASE REFER TO ATI'S T&M PRICING CATALOG VERSION UPDATE [REDACTED] PREVAILING WAGE LABOR TO BE BILLED AT THE CCM OF [REDACTED] BUT NOT LOWER THAN THE ASSOCIATED LABOR RATES IN THE ABOVE REFERENCED PRICING CATALOG.

DEBRIS REMOVAL AND CONSTRUCTION NOTES	
ALL SCHEDULE A LABOR NOTES APPLY.	
SEE VALUE ADDED, SCHEDULES B, C, AND D AND RELEVANT NOTES FOR ASSOCIATED MATERIALS, EQUIPMENT, AND SMALL TOOLS PRICING.	





CONTACT US

ATI RESTORATION, LLC
 3360 E. LA PALMA AVE, ANAHEIM, CA 92806
 ATIRESTORATION.COM
 972-400-4900

UNIVERSITY OF CALIFORNIA

7835 TRADE STREET, SUITE 100, SAN DIEGO, CA 92121
 REYNALDO CANO-BOZA, SENIOR COMMODITY MANAGER
 REYNALDO.CANO-BOZA@UCOP.EDU
 (510) 987- 9893

NATIONWIDE CATASTROPHE RESPONSE

Anaheim, CA (HQ)	Las Vegas, NV	Sacramento, CA
Boston, MA	Los Angeles, CA	San Diego, CA
Chalfont, PA*	Moorestown, NJ*	San Francisco, CA
Chicago, IL	Orlando, FL	San Jose, CA
Dallas, TX	Orlando, FL**	Seattle, WA
Denver, CO	Philadelphia, PA	Sonoma, CA
Flemington, NJ*	Phoenix, AZ	Tampa, FL
Houston, TX	Riverside, CA	Tucson, AZ

*Mark 1 (An ATI Company) Offices

**Quality First Builders (An ATI Company) Office





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com CN102041847--GAWU-21-22	CONTACT NAME	FAX (A/C, No)	
	PHONE (A/C, No, Ext)	E-MAIL ADDRESS	
INSURED ATI Restoration, LLC American Technologies, Inc 3360 E. La Palma Avenue Anaheim, CA 92806-2814	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Everest Indemnity Insurance Company		10851
	INSURER B Zurich American Insurance Company		16535
	INSURER C		
	INSURER D		
	INSURER E		
INSURER F			

COVERAGES

CERTIFICATE NUMBER:

LOS-002556399-02

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		EF1ML00149-211	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAP444664203	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EF1CU00103211	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC444664103	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability			EF1ML00149-211	08/01/2021	08/01/2022	Per Occurrence 1,000,000 Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Regents of the University of California is included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

The Regents of the University of California	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Generic1 RiskInsurance <i>Marsh Risk & Insurance Services</i>

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED ATI Restoration, LLC American Technologies, Inc 3360 E. La Palma Avenue Anaheim, CA 92806-2814
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability Policy:
Everest Indemnity Ins Co., NAIC #:10851
Policy Number: EF 1ML00149-211
Effective Date: 08/01/2021
Expiration Date: 08/01/2022
Limit: \$1,000,000 per claim / \$2,000,000 aggregate
Deductible: \$25,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" **caused, in whole or in part, by "your work" at the location designated** and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As required by written contract or agreement provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "**environmental damage**" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.