



UNIVERSITY OF CALIFORNIA

Purchasing Agreement

As a result of Request for Proposal for UC Systemwide Hazardous and Medical Waste # 003101-Mar2023, the Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and **Clean Harbors Environmental Services, Inc.** (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

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

1. Statement of Work

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

2. Term of Agreement/Termination

- a) The term of the Agreement will be from **12/1/23** and through **12/1/28** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from **12/1/23** and through **12/1/28** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five (5)** successive **one (1)** -year periods (each, a Renewal Term), by providing Supplier with at least **Number** calendar days’ written notice before the end of the Initial Term or any Renewal Term.

- b) Either party may terminate the Agreement for convenience by giving at least **thirty (30)** calendar days’ written notice. The supplier will continue to provide service to UC until the UC location is ready to change to another supplier. Supplier agrees to work with UC location to make service transition as smooth as possible.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **fifteen (15)** days’ notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

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

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

Refer to Statement of Work or Purchase Order for Pricing.

Invoicing Method



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

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

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

All invoices must clearly indicate the following information:

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

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

Settlement Method and Terms

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

5. Notices

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

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

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

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

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

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

| | |
|-------------|--------------|
| Name | Noelle Vidal |
|-------------|--------------|



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

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

To UC, regarding contract issues not addressed above:

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

To Supplier (Hazardous Waste Matters):

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

To Supplier (Medical Waste Matters):

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

To Supplier (General Council):

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

6. Intellectual Property, Copyright and Patents



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement

The Goods and/or Services involve Work Made for Hire

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

7. Patient Protection and Affordable Care Act (PPACA)

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

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

8. Prevailing Wages

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

9. Fair Wage/Fair Work

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

10. Federally Funded Contracts, Grants, and Cooperative Agreements

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

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

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

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Clean Harbors Environmental Services, Inc.

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

None.

14. Records about Individuals



**UNIVERSITY
OF
CALIFORNIA**

Purchasing Agreement

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

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated ____5/4/23____ are attached hereto as Attachment C.

16. Amendments to Appendix – Data Security

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

17. Amendments to Appendix – Business Associate

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

18. Amendments to Appendix – General Data Protection Regulation

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

19. Incorporated Documents

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

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

20. Entire Agreement



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement

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

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

DocuSigned by:
Paul Williams
740DC8E0B1234A9...
(Signature)

Paul Williams
Associate Vice President &
Chief Procurement Officer

(Printed Name, Title)
12/19/2023

(Date)

Clean Harbors Environmental Services, Inc.

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

Marc McReynolds
Senior Vice President

(Printed Name, Title)
12/13/2023

(Date)