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**The Regents  
of the  
University of California**  
***REQUEST FOR PROPOSAL (RFP)***

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***UC Temporary Labor Services (Non IT Temp)***  
***(RFP#: AM-2019-1-TEMP)***

***Date Issued: 2/6/2019***



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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 either through the CalUsource portal or email. It is the supplier's responsibility to watch their email for any addendums, notices, or changes to the RFP or process.

<b>Issued By:</b>	The Regents of the University of California
<b>RFP Administrator:</b>	Amanda Marks Senior Strategic Sourcing Manager System-wide Strategic Sourcing University of California, Office of the President 1111 Franklin Street, 10 <sup>th</sup> 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.

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### I. PURPOSE AND OBJECTIVES OF THE REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to invite qualified Suppliers to prepare and submit proposals to the University of California ("the University" or "UC") to provide temporary staffing services, in accordance with the requirements set forth in this RFP.

The overall objective of this RFP is to select multiple suppliers to support UC locations and California State College (CSU) locations in establishing the most cost effective and efficient program for providing temporary staffing services while maintaining high standards of quality and service. It is to anticipate that multiple awards will result from this RFP.

All UC and CSU locations will have access to the system-wide agreements for their temporary staffing service needs.

Our goal is to secure quality talent using:

- The right mix of staffing providers to meet temporary staff needs in a timely fashion
- Electronic and automated processes to support recruitment, selection, scheduling, time keeping, invoicing, payment, and order related processes for temporary staff
- Training, screening, background checks for temporary staff
- Standardized titles and job descriptions reflective of current technologies and needs
- A competitive rate schedule (based on region) sufficient to draw appropriate talent
- Detailed management reports on utilization, candidate effectiveness, and rate/cost analysis
- Utilization of certified Diversity suppliers directly or through subcontracting

Qualified Suppliers are invited to submit proposals based on the requirements provided in this RFP. The successful supplier(s) will have produced a compelling offering based on the objectives outlined above.

### II. BACKGROUND AND ORGANIZATION

#### a. Background

The University of California (UC) is a public, state-supported land grant institution with a 3-pronged mission: to provide high quality education, to conduct state of the art research, and to provide meaningful public service. UC has approximately 200,000 employees across all UC locations including campuses, medical centers, national laboratories, the Office of the President, and affiliates.

Successful awardees will be able to extend the terms of the agreement to California State University (CSU) and California Community College (CCC) locations. Any locations using the terms of the agreement will be contracted under separate agreements with CSU and CCC. California state law now allows this usage.

b. University/Other Locations

The following sites may access the services:

- All UC locations
- Twenty-three (23) CSU campus locations
- CCC campus locations

Any awarded agreement(s) shall be extended to the locations listed above as well as any future locations as they may be announced during the term of an awarded agreement.

### III. PROJECT SCOPE AND PROGRAM REQUIREMENTS

This section sets forth specific service requirements for the University of California's program for temporary staffing services. Suppliers must be able to perform all program requirements as outlined in the RFP.

#### A. Temporary Staffing Model – System-wide Program

For the University of California locations, individual departmental orders will be placed directly with the supplier(s). The supplier(s) will fulfill and coordinate the location's needs for temporary staffing included within the scope of this program. Additional responsibilities will include quality control, customer service, reporting program administration and other responsibilities associated with the program infrastructure.

#### B. Labor Area Classification

If a supplier provides multiple areas of job category coverage, then supplier must have the ability to respond to the requests for the placement of temporary staff at a minimum of at least three (3) labor area classifications. Preference will be given to those who offer multiple labor area classifications.

If a supplier's sole area of expertise is limited to one (1) of the labor area classifications below (i.e, food service), then a supplier can respond to one (1) labor area classification.

Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification. For example, if a supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

##### 1. Administrative/Clerical Labor Area Classification

- Clerk
- Senior Clerk/Assistant I
- Clerical Assistant
- Assistant II
- Assistant III
- Medical Front Desk
- Administrative Specialist
- Administrative Analyst
- Executive Secretary
- Executive Assistant
- Administrative and Job Placement Assistant

- Administrative and Marketing Assistant
- Administrative Assistant – Bilingual Spanish
- Administrative Assistant – Finance
- Administrative Officer II
- File Clerk
- Office Administrator
- Office Assistant
- Office Manager
- Receptionist

2. Accounting/Finance Labor Area Classification

- Accountant I
- Accountant II
- Accountant III
- Accountant IV
- Accounts Payable Specialist
- Accounts Payable Clerk
- Accounts Payable Coordinator
- Accounts Receivable Assistant
- Accounts Receivable Specialist
- Accounts Receivable Administrator
- Accounting Assistant I
- Accounting Assistant II
- Accounting Assistant III
- Accounting Clerk
- Accounting Coordinator
- Senior Accountant
- Staff Accountant
- Assistant Accountant
- Assistant Budget Analyst
- Bookkeeper
- Bookkeeper Clerk
- Budget Analyst
- Finance Manager
- Senior Finance Manager
- Financial Analyst
- Senior Financial Analyst
- Financial Analyst – Fund Accounting
- Payroll Accountant
- Tax Assistant

3. Light Industrial Labor Area Classification

- Light Industrial/Laborer
- Custodian
- Senior Custodian
- Custodial Supervisor
- Groundskeeper
- Lead Groundskeeper/Gardner
- Painter
- Shipping and Receiving Clerk

- Shipping and Receiving Laborer
- 4. Skilled Labor, Labor Area Classification
  - Electrician
  - Lead Electrician
  - Refrigeration Technician
  - Carpenter
  - Plumber
  - HVAC Technician
- 5. Food Service Labor Area Classification
  - Waitperson/Server
  - Cook
  - Food Service Worker
  - Lead Food Service Worker
  - Food Service Supervisor
  - Sous Chef
  - Captain
  - Cashier
  - Bartender
  - Dishwasher
- 6. Laboratory Science Support Labor Area Classification
  - Laboratory Technician
  - Laboratory Manager
  - Laboratory Assistant
  - Animal Care Technician
- 7. Media and Content Creation Services Labor Area Classification
  - Junior Designer
  - Mid-level Designer
  - Senior Designer
  - Copywriter
  - Marketing Coordinator/Advertising Assistant
  - Marketing and Communication Assistant
  - Marketing/Communications Manager
  - Social Media Specialist
  - Content Manager
  - Event/Field Marketing Specialist
  - Trade Show Coordinator
  - Sales Administrator Assistant
  - Sales Coordinator
  - Sales Operations Administrator
  - Sales Support
  - Project and Communications Specialist
  - Donation Marketing Specialist

**C. Roles and Responsibilities – Temporary Labor Services**

1. Upon request from any location, selected supplier(s) will provide the designated location personnel with the skill, knowledge, and experience required by UC to perform the duties, functions and

responsibilities of the positions included within the scope of this program. Any temporary staff provided by the supplier(s) to perform services under this program will be performed solely by the identified personnel of the selected supplier.

2. Requestors shall have the exclusive right to determine the period of time and work schedule of all personnel provided by selected supplier(s) to perform services under this program. Requestors will not warrant or guarantee in any manner the period of time or work schedule of any person provided by the supplier(s) to perform services at the designated location.
3. Should any personnel terminate employment with selected supplier(s) while such person is providing services to a UC location, selected supplier(s) must agree to replace immediately such personnel with a person having like skills, knowledge, and experience.
4. From time to time, UC locations may also request supplier(s) to provide certain named or specifically identified personnel with unique skills, knowledge and experience.
5. In order for this program to be successful, selected suppliers must agree to provide only skilled, knowledgeable, and experienced personnel to perform services. Supplier(s) must also agree to provide locations and departments requesting services information on any candidate(s) whose quality of services has been previously determined by any location to be unsatisfactory.
6. No service substitutions will be accepted without the prior approval of the authorized Requestor.
7. Commencement of work will only begin when supplier(s) has in their possession a purchase order applicable to the assignment and worker. Any work performed prior to the date of the purchase order shall be considered as having been performed at the supplier's own risk.

#### **D. Background Checks**

Supplier will arrange for background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

Supplier warrants that Temporary Staff will have had a full background check initiated by Supplier and that the Temporary Staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary Staff, to discharge their responsibilities according to the highest ethical standards. In addition, Temporary Staff will have a full background check to discharge their responsibilities in regards to patient and financial data and the systems that process such information. Background checks will include, but are not limited to, reference checks and criminal checks.

All felony and misdemeanor convictions (except marijuana related offenses greater than two years old) must be reported to UC and may result in the Temporary Staff being prohibited from performing work at UC. Acceptable background screening will consist of the last seven years residence and employment verification. The background screen will also include a criminal conviction records investigation conducted by any third-party agencies that adheres to the California Investigative Consumer Reporting Agencies Act. A criminal convictions records investigation will consist of a records search (documented by a written report retained by Supplier) by the appropriate law enforcement or other local or state agency in each location in which the Temporary Staff has resided and worked in during at least seven years preceding the date of the criminal conviction records investigation. UC may require persons, before entering UC premises, to complete a criminal convictions questionnaire. In the event that UC has grounds to believe that a Temporary Staff falsified his or her criminal convictions questionnaire in any way, such person will not perform any work for UC or enter onto UC premises. UC reserves the right, at its discretion, to request from Supplier documentation of the completion of a criminal conviction records investigation for any Temporary Staff assigned to work on UC premises. Supplier's failure to have completed a criminal convictions investigation

of any of its Temporary Staff in accordance with this clause will be grounds for immediate expulsion of the Temporary Staff and UC will have the right to terminate the Agreement both with respect to the Temporary Staff and Supplier.

#### **E. Service Guaranty**

Upon notification of unsatisfactory performance of a candidate, a replacement will be provided and the charges for the initial candidate will be removed from the University's account.

Credits for unsatisfactory performance of a candidate will be a minimum of forty (40) hours or five (5) business days.

#### **F. Key Performance Indicators**

The Key Performance Indicators (KPI's) are monitored through presentations in the Quarterly Business Reviews and the required activity reporting. The required Key Performance Indicators are:

- |  |                                |
|--|--------------------------------|
| 1. On-Time Reporting (by UC Location and System):                | 99%                            |
| 2. Response to Initial Order:                                    | within 4 Hours                 |
| 3. Placement of Short-Term Positions (Six (6) Months and Under): | within One (1) Business Day    |
| 4. Placement of Long-Term Positions (Over Six (6) Months):       | within Three (3) Business Days |
| 5. RUSH Placements:  | within the Same Business Day   |
| 6. Customer Service Satisfaction:                                | 99%                            |
| 7. Request for Reports:  | within Five (5) Business Days  |
| 8. Placement Accuracy:   | 100%                           |
| 9. Invoice/Billing Accuracy:                                     | 99%                            |

#### **G. Guarantee of Appropriate Interview and Placement Standards**

Awarded supplier(s) must provide quality and security in regard to interview and placement standards to assure none of the following breaches occur:

1. Other individuals speaking for candidates during live interviews.
2. Other individuals speaking for candidates during taped interviews.
3. Replacement of candidates with other candidates after the interview and screening process has occurred and a job offer has been made.
4. Substitution of the skill sets of candidates.
5. Falsification of information related to any candidate.

If any candidates have been falsely presented, represented, or put forth, the situation will be reviewed and may result in the termination of the agreement.

#### **H. Subcontracting**

Supplier(s) may subcontract out to other suppliers but must provide the University of California with the following:

1. The name(s) of the originating firm(s) from which the candidate is provided.
2. The method utilized to compensate the candidate, showing compensation originates from the awarded supplier(s)'s organization.
3. The subcontracted candidate must meet all of the qualifications as if they were provided by the awarded Supplier.

### **I. No Conversion Fee**

NOTE: DO NOT INCLUDE ANY CONVERSION FEES. UC reserves the right to convert temporary staff to a direct hire at any time during the assignment with no conversion fee.

### **J. UC Sustainable Procurement Requirements**

Suppliers must provide information on how their operations represent Sustainable Procurement\* and how the organization supports environmental and social responsibility requirements as part of the proposal response.

\*Sustainable Procurement definition: 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.

## **IV. PROPOSAL SUBMITTAL REQUIREMENTS**

### **A. Issuing Office and Communications Regarding the RFP**

This RFP, and any subsequent addenda to it, is being issued by the System-wide Strategic Sourcing, Office of the President. System-wide Strategic Sourcing is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. System-wide Strategic Sourcing 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.

All communications, including submission of the RFP response (**except Minimum Qualifications, Supplier Questions Pertaining to the Scope, and UC References which will be submitted via email**) and any requests for clarification, concerning this RFP must be submitted via CalUsource (as further detailed herein).

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

### **B. Addenda to the Request for Proposal**

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

## **V. INSTRUCTIONS FOR SUBMITTING PROPOSALS**

For proposals to be considered for evaluation, suppliers must be able to meet all minimum qualifications as outlined in **Attachment 1 Minimum Qualifications to Respond to RFP**. Suppliers that do not meet the minimum qualifications should not submit a proposal as it will not be considered.

### **A. CalUsource**

Proposals in response to this RFP must be submitted online using the CalUsource portal, **no later than 4:00 p.m. (PT) on the Friday, March 8, 2019**. No mailed, telephone, emailed, facsimiled or late proposals will be considered. Late proposals **will not** be accepted.

CalUsource requires significant time for accurate data entry. Suppliers are encouraged to become familiar with the process of responding and plan for adequate time to submit a proposal. For general information



and support for CalUsource technical issues, contact GEP Support: 1-732-428-1578 or [support@gep.com](mailto:support@gep.com). Identify yourself as registering in the University of California network.

For further guidance and instruction to the CalUsource portal, refer to **Guideline F CalUsource Supplier Guide** under the Guidelines section of CalUsource.

Suppliers must provide a complete, straightforward, concise response to all questions and information in the RFP as detailed in CalUsource. Submission of a proposal via CalUsource confirms the supplier's understanding and acceptance of all requirements, terms, and conditions of the RFP.

Suppliers 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.

#### **B. Intent to Bid**

Prospective suppliers must provide a written intent to participate by **February 12, 2019** via email to [Amanda.Marks@ucop.edu](mailto:Amanda.Marks@ucop.edu).

Suppliers who do not provide a written statement of the intent to participate will be excluded from communications related to this RFP.

#### **C. Supplier Questions Pertaining to the Scope**

Submit any questions regarding the RFP using the **Attachment 2 Supplier Questions.xls**. Provide the Supplier Questions via email to [Amanda.Marks@ucop.edu](mailto:Amanda.Marks@ucop.edu).

The last day for suppliers to submit any and all questions in writing is Tuesday, February 12 by 4pm PT. All supplier questions and answers will be distributed to all suppliers (without attribution) by Friday, February 22 by 4pm PT. No further supplier questions submitted after this date and time will not be answered.

#### **D. General Conditions**

Please note the following are requirements regarding this RFP process:

- The initial proposal will be considered binding. Financial negotiations will continue throughout the evaluation process; however, suppliers' original financial quotes are binding.
- Additional information may be solicited and accepted during the evaluation process.
- Minor modifications or corrections of oversights to the original proposal may be allowed at the University's sole discretion; however, the University cannot guarantee that revised proposal elements will be accepted.
- The University reserves the right to reject all proposals.

#### **E. Proposal format**

A proposal must include a cover letter dated and be signed by an individual (complete with title, contact email, contact phone number) who is authorized to contractually bind the organization. This cover letter is considered to be an integral part of the proposal. The letter should be addressed to Amanda Marks, UC Senior Strategic Sourcing Manager, using the contact information provided.

Amanda Marks  
Senior Strategic Sourcing Manager

Systemwide Strategic Sourcing  
Office of the President  
1111 Franklin Street, 10<sup>th</sup> Floor  
Oakland, CA 94607  
[Amanda.Marks@ucop.edu](mailto:Amanda.Marks@ucop.edu)  
510-587-6093

The cover letter must indicate the organization's confirmation of the following:

- Proposal adheres to all minimum qualifications described in **Attachment 1 Minimum Qualifications to Respond to RFP**.
- Proposals must be valid for 120 days from submittal date.

The following is a brief description of the various components of the RFP. Instructions are provided below to ensure proper completion of proposal and submission procedure.

### **Supplier Questionnaire**

Suppliers are to respond to the RFP by submitting a response to the questionnaire section in the CalUsource portal. Refer to the ten (10) questionnaires in CalUsource for specific questions that each supplier is required to complete, validating the ability to perform the desired scope of work. When applicable, certain questions have the ability to attach documents to support the response.

Pricing must be submitted and completed with supplier's response to this RFP in the format requested, **UC Temporary Labor Pricing Template.xls**. The pricing proposal is attached to this questionnaire and is to be downloaded, completed, and submitted directly via this question in CalUsource.

### **F. 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 required.

### **G. Agreement Term**

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of five (5) years. The University of California may, at its option, extend or renew the agreement for two (2) additional one-year periods under the same terms and conditions.

### **H. File Naming Conventions**

**The following document naming conventions must be followed without exception.**

*Template spreadsheet files*

For questions requiring an attached Excel file, there will be one Excel file for table answers and a separate file for financial answers. Individual questions will be identifiable as individual worksheets (tabs) within the file. The naming convention for the posted templates is simply:

UC Temporary Labor Pricing Template.xls  
Supplier Questions.xls

When a file is downloaded and populated it with information the file must be renamed by adding the company name to the beginning, as shown:

<Supplier Name>-UC Temporary Labor Pricing Template.xls

An abbreviation may be used for the company name. However, the same company name must be used for each and every file.

#### *Additional Attachments*

When submitting documents (either requested or unsolicited) that are not based on a template file provided with the RFP, files should be named using the following convention, if the attachment is associated with a specific question:

<SupplierName>-<Product><Section Name><Question #>.<file extension>

Remember, as noted above, an unsolicited attached file may NOT be provided as a substitute for answering the question fully in the space and manner provided.

Alternatively, if the attachment is not associated with a specific question, the naming should be:

<SupplierName>-<Product><Short Title>.<file extension>

#### *Hard Copy Attachments*

If the required document is not available in an electronic format, place a copy in a binder under a tab using the same naming convention described above.

## **VI. RFP TIMELINE**

Suppliers submitting proposals in response to this RFP must do so according to the following schedule. A supplier may be disqualified for failing to adhere to the dates and times for performance specified below (all times Pacific Time):

The RFP timeline is as follows:

Date	Time	Event
Feb. 6, 2019	4:00 PM PT	RFP Issue Date: UC Temporary Labor Services RFP
Feb. 12, 2019	4:00 PM PT	Supplier Notify UC of Intent to Bid
Feb. 12, 2019	4:00 PM PT	Submit Supplier Questions regarding the RFP
Feb. 22, 2019	4:00 PM PT	University Responses to Supplier Questions
March 8, 2019	4:00 PM PT	Deadline for Submission of Proposals
Week of April 8, 2019	TBD	Finalists Identified (if required)
Week of April 29, 2019	TBD	Finalist Presentations (if required)
June 2019	TBD	Anticipated Award Date

Suppliers will be advised if the timeline is revised.

## **VII. SELECTION PROCESS**

UC intends to select the responsive and responsible Bidder whose proposal contains the combination of solution features, supplier attributes, and probable cost offering the best overall value.

A responsive Bidder is one whose offer satisfies the requirements of this RFP, including the requirements of the Terms and Conditions.

A responsible Bidder is one that is considered capable of performing and is otherwise eligible and qualified to perform the proposed Scope of Work.

UC will determine the best overall value by comparing differences in solution features and supplier attributes offered with differences in probable cost and related factors, striking the most advantageous balance between expected performance and the overall cost to UC. Bidders, therefore, must be persuasive in describing their solution features and supplier attributes and their value in enhancing the likelihood of successful performance and achievement of UC's requirements.

UC's selection may be made on the basis of the initial proposals or UC may elect to negotiate with Bidders who are selected as finalists.

## **VIII. ATTACHMENTS**

For Completion and return:

The proposal documents listed below are uploaded in the CalUsource portal under the Attachments section.

1. CalUsource Attachments: Minimum Qualifications (to be submitted via email)
2. CalUsource Attachments: Supplier Questions.xls (to be submitted via email)
3. CalUsource Attachments: UC References Form.xls
4. CalUsource portal: Questionnaire
5. CalUsource portal: UC Temporary Staffing Pricing Template.xls

The documents listed below are included for information in the CalUsource portal under the Guidelines section:

- A. UC Professional Services Agreement Template
- B. UC Terms and Conditions of Purchase, dated 9.4.2018 (See Minimum Qualifications for Articles that not applicable)
- C. Appendix Data Security & Privacy, dated 5.24.2018 (See Minimum Qualifications for Amendments that are not applicable)
- D. Appendix HIPAA BAA, dated 5.16.2017
- E. Required Supplier Information
- F. CalUsource Supplier Guide

Sincerely,

Amanda Marks  
Systemwide Strategic Sourcing  
Senior Strategic Sourcing Manager

Office of the President  
University of California  
1111 Franklin Street, 10th Floor  
Oakland, CA 94607

Email: [amanda.marks@ucop.edu](mailto:amanda.marks@ucop.edu)  
Phone: 510-587-6093

### **ATTACHMENT 1 – MINIMUM QUALIFICATIONS TO RESPOND TO RFP**

For proposals to be considered for evaluation, Suppliers **must** be able to meet all minimum qualifications as outlined below. Suppliers that do not meet the minimum qualifications should not submit a proposal as it will not be considered.

**A. ANNUAL NET REVENUE MUST BE AT OR ABOVE \$500,000.**

Supplier to include the most recent financial statement as part of the proposal.

**B. GEOGRAPHICAL COVERAGE**

Supplier must have the ability to respond to the University of California's needs in the placement of temporary staff at the UC locations.

Suppliers can submit proposals in one of two ways:

1. For system-wide – ability to service all UC locations or;
2. Limit proposal to one (1) region – ability to service UC locations in only one (1) region – North region, Central Valley region, Central Coast region or South region.

<b>UC Region</b>	<b>UC Locations</b>
North	UC Berkeley
North	UC Office of the President
North	UC San Francisco
North	Lawrence Berkeley National Lab
North	Lawrence Livermore National Lab
Central Valley	UC Davis
Central Valley	UC Merced
Central Coast	UC Santa Cruz
Central Coast	UC Santa Barbara
South	UC Irvine
South	UC Riverside
South	UCLA
South	UC San Diego

**C. OTHER LOCATIONS**

Successful awardees will be able to extend the terms of the agreement to California State University (CSU) and California Community College (CCC) locations. Any locations using the terms of the agreement will be contracted under separate agreements with CSU and CCC. California state law now allows this usage.

<b>CSU Locations</b>
Humboldt
Sonoma
Maritime
San Francisco
East Bay
San Jose
Chico
Sacramento
Stanislaus
Fresno
Bakersfield
Monterey Bay
San Luis Obispo
Channel Islands
Northridge
Los Angeles
San Bernardino
Pamona
Dominguez Hills
Long Beach
Fullerton
San Marcos
San Diego

**D. LABOR AREA CLASSIFICATION/JOB CATEGORY COVERAGE**

If a supplier provides multiple areas of job category coverage, then supplier must have the ability to respond to the requests for the placement of temporary staff at a minimum of at least three (3) labor area classifications. Preference will be given to those who offer multiple labor area classifications.

If a supplier's sole area of expertise is limited to one (1) of the labor area classifications below (i.e, food service), then a supplier can respond to one (1) labor area classification.

Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification. For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

**1. Administrative/Clerical Labor Area Classification**

- Clerk
- Senior Clerk/Assistant I
- Clerical Assistant
- Assistant II
- Assistant III
- Medical Front Desk
- Administrative Specialist

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- Administrative Analyst
- Executive Secretary
- Executive Assistant
- Administrative and Job Placement Assistant
- Administrative and Marketing Assistant
- Administrative Assistant – Bilingual Spanish
- Administrative Assistant – Finance
- Administrative Officer II
- File Clerk
- Office Administrator
- Office Assistant
- Office Manager
- Receptionist

### 2. Accounting/Finance Labor Area Classification

- Accountant I
- Accountant II
- Accountant III
- Accountant IV
- Accounts Payable Specialist
- Accounts Payable Clerk
- Accounts Payable Coordinator
- Accounts Receivable Assistant
- Accounts Receivable Specialist
- Accounts Receivable Administrator
- Accounting Assistant I
- Accounting Assistant II
- Accounting Assistant III
- Accounting Clerk
- Accounting Coordinator
- Senior Accountant
- Staff Accountant
- Assistant Accountant
- Assistant Budget Analyst
- Bookkeeper
- Bookkeeper Clerk
- Budget Analyst
- Finance Manager
- Senior Finance Manager
- Financial Analyst
- Senior Financial Analyst
- Financial Analyst – Fund Accounting
- Payroll Accountant
- Tax Assistant

### 3. Light Industrial Labor Area Classification



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- Light Industrial/Laborer
- Custodian
- Senior Custodian
- Custodial Supervisor
- Groundskeeper
- Lead Groundskeeper/Gardner
- Painter
- Shipping and Receiving Clerk
- Shipping and Receiving Laborer

4. Skilled Labor, Labor Area Classification

- Electrician
- Lead Electrician
- Refrigeration Technician
- Carpenter
- Plumber
- HVAC Technician

5. Food Service Labor Area Classification

- Waitperson/Server
- Cook
- Food Service Worker
- Lead Food Service Worker
- Food Service Supervisor
- Sous Chef
- Captain
- Cashier
- Bartender
- Dishwasher

6. Laboratory Science Support Labor Area Classification

- Laboratory Technician
- Laboratory Manager
- Laboratory Assistant
- Animal Care Technician

7. Media and Content Creation Services Labor Area Classification

- Junior Designer
- Mid-level Designer
- Senior Designer
- Copywriter
- Marketing Coordinator/Advertising Assistant
- Marketing and Communication Assistant
- Marketing/Communications Manager
- Social Media Specialist
- Content Manager

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- Event/Field Marketing Specialist
- Trade Show Coordinator
- Sales Administrator Assistant
- Sales Coordinator
- Sales Operations Administrator
- Sales Support
- Project and Communications Specialist
- Donation Marketing Specialist

E. PRICING

Pricing must be submitted and completed with supplier's response to this RFP in the format requested, **UC Temporary Labor Pricing Template.xls**.

Suppliers must provide pricing information for each element for which they are submitting a proposal:

- UC Region
- Labor Area Classification
- Job Descriptions

Pricing elements include:

- Minimum and Maximum Pay Rate
- Minimum and Maximum Bill Rate
- Mark-Up Breakdown

NOTE: DO NOT INCLUDE ANY CONVERSION FEES. UC reserves the right to convert temporary staff to a direct hire at any time during the assignment with no conversion fee.

F. ACCEPT UC TERMS AND CONDITIONS OF PURCHASE (no exceptions allowed)

- a. UC Terms and Conditions of Purchase, dated 9/4/18
  - i. *The following articles are not applicable for the requested services under this RFP: Article 7.A, Article 7.B, Article 13, Article 17, Article 26*
- b. Appendix Data Security and Privacy, dated 5/24/18
  - i. *The following amendment is not applicable for the requested services under this RFP: First Amendment to the Appendix, Safeguard Standard for Payment Card Data and General Data Protection Regulation Data Protection*
- c. Appendix HIPAA Business Associate, dated 5/16/17

**signature page to follow**

UC Temporary Labor Services RFP (Non IT Temp)  
RFP# AM-2019-1-TEMP

**Supplier signature acknowledges that Supplier meets all minimum qualifications as outlined above.**

**Signed document must be included with your RFP response.**

**Supplier Name**\_\_\_\_\_

**X**\_\_\_\_\_

**Supplier Signature and Date**

## University of California

Supplier Questions	
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Supplier Questions are due by 4pm PT, Tuesday, February 12, 2019. A consolidated list of Supplier Questions and Answers will be distributed to all participating suppliers once all questions have been answered by the RFP Evaluation Team. No further supplier questions submitted after this date and time will **not** be answered.

[illegible]

## University of California

### CUSTOMER REFERENCES

#### INSTRUCTIONS:

Supplier shall provide a minimum of four (4) references that are currently using or have previously used services of the type proposed in this RFP. The references should include at least two (2) prior customers who no longer obtain services with your organization, and at least two (2) current customers.

Ideal references customers (and prior customers) would be state governments, universities, municipalities or other public agencies to who services have been provided similar to those being requested in this RFP.

UC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

#### CURRENT CUSTOMERS

##### Customer 1 (Required)

	Organization Name	
	Contact Name	
	Contact Phone Number	
	Contact Email Address	
	Number of years as a Customer	

##### Customer 2 (Required)

	Organization Name	
	Contact Name	
	Contact Phone Number	
	Contact Email Address	
	Number of years as a Customer	

##### Customer 3 (Optional)

	Organization Name	
	Contact Name	
	Contact Phone Number	
	Contact Email Address	
	Number of years as a Customer	

#### FORMER CUSTOMER

##### Customer 1 (Required)

	Organization Name	
	Contact Name	
	Contact Phone Number	
	Contact Email Address	
	Number of years as a Customer	

##### Customer 2 (Required)

	Organization Name	
	Contact Name	
	Contact Phone Number	
	Contact Email Address	
	Number of years as a Customer	

##### Customer 3 (Optional)

	Organization Name	
	Contact Name	
	Contact Phone Number	
	Contact Email Address	
	Number of years as a Customer	

## University of California Campus Locations



Campus	UC Region	UC Locations
UCB	North	UC Berkeley
UCOP	North	UC Office of the President
UCSF	North	UC San Francisco
LBNL	North	Lawrence Berkeley National Lab
LLNL	North	Lawrence Livermore National Lab
UCD	Central Valley	UC Davis
UCM	Central Valley	UC Merced
UCSC	Central Coast	UC Santa Cruz
UCSB	Central Coast	UC Santa Barbara
UCI	South	UC Irvine
UCR	South	UC Riverside
UCLA	South	UCLA
UCSD	South	UC San Diego

## California State University Campus Locations





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

## 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **June 1, 2019** and through **May 31, 2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 2 successive 1-year periods (each, a Renewal Term), by providing Supplier with at least 120 calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

## 3. Purchase Order; Advance Payments

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

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

Refer to Statement of Work or Purchase Order for Pricing.

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.]

## 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:

<b>Name</b>	Matthew Linzer
<b>Phone</b>	510-987-9680
<b>Email</b>	Matthew.Linzer@ucop.edu
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

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

<b>Name</b>	Scott Seaborn
<b>Phone</b>	510-987-0459
<b>Email</b>	Scott.Seaborn@ucop.edu
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

<b>Name</b>	Amanda Marks
<b>Phone</b>	510-587-6093
<b>Email</b>	Amanda.Marks@ucop.edu
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

To Supplier:

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Address</b>	

## 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 – **[Supplier name]**.

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

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

## **13. 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.

## **14. Incorporated Documents**

The following documents are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- a) Statement of Work – Attachment A
- b) UC Terms and Conditions of Purchase, dated 9/4/2018
- c) Appendix Data Security & Privacy, dated 5/24/2018
- d) Appendix HIPAA Business Associate, dated 5/16/2017

## 15. 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.

The Agreement is signed below by the parties' duly authorized representatives.

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

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**[SUPPLIER NAME]**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## 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 Location(s) 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. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. 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 with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) 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 a reasonable period of time, 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.

**ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.** Pricing is set forth in the Agreement or Purchase Order Number. 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](#). 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 Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. 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. 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, workmanship 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 without charge, 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 materiel 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 he or she will not again, without UC's written permission, be assigned to provide Services. 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.

## 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 agrees that the Goods and 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. Accessibility Requirements. Supplier warrants that:
  - 1. It complies with California and federal disabilities laws and regulations; and
  - 2. The Goods and Services will conform to the accessibility requirements of WCAG 2.0AA.Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services.
- E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Goods and/or Services.
- F. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- G. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- H. UC Code of Conduct for Trademark Licensees. 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>.
- I. 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 subsupplier 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 a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

## ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

- A. Goods and/or Services Involving Work Made for Hire.
  - 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the

"work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

2. 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.
3. 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.
4. 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.**

1. 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.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. 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.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

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

**ARTICLE 8 – INDEMNITY**

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.

## **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:
  - 1. Each Occurrence \$ 1,000,000
  - 2. Products/Completed Operations Aggregate \$ 2,000,000
  - 3. Personal and Advertising Injury \$ 1,000,000
  - 4. 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 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. 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.
- G. 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:
  - 1. 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.
  - 2. 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 ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES**

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

- A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- B. FAR 52.219-8, Utilization of Small Business Concerns;
- C. FAR 52.222-4, Contract Work Hours and Safety Standards Act;
- D. FAR 52.222-17, Nondisplacement of Qualified Workers;

- E. FAR 52.222-21, Prohibition of Segregated Facilities;
- F. FAR 52.222-26, Equal Opportunity;
- G. FAR 52.222-35, Equal Opportunity for Veterans;
- H. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- I. FAR 52.222-37, Employment Reports on Veterans;
- J. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- K. FAR 52.222-41, Service Contract Labor Standards;
- L. FAR 52.222-50, Combating Trafficking in Persons;
- M. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- N. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- O. FAR 52.222-54, Employment Eligibility Verification;
- P. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- Q. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- R. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

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:

1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. 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.

#### ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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

With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and 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 students, staff, faculty, visitors, and members of the public to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

#### ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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

#### ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Goods and/or 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 Goods by

giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or 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 Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

#### **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 is subject to the examination and audit of the California State Auditor 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 or cooperative agreement 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 CONFIDENTIAL INFORMATION**

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) 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 include information 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. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If required by a court of competent jurisdiction or an administrative body to disclose Confidential 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. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security and Privacy and/or Appendix – HIPAA Business Associate will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

#### **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**

Supplier will operate 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/\\_files/sustainableprocurementguidelines.pdf](https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf)).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards. 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 University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, 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 University 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, 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.
- D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- F. 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 punchout 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)):
  - 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
  - 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and

3. 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):
  1. 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
  2. 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.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

#### **ARTICLE 24 - PREVAILING WAGES**

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

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

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

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

#### **ARTICLE 25 – FAIR WAGE/FAIR WORK**

If the Services will be performed at one or more UC Locations, do 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 that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual 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>) in compliance with UC's required audit standards and procedures ([http://www.ucop.edu/procurement-services/\\_files/fw-fw-annual-audit-standards-procedures.pdf](http://www.ucop.edu/procurement-services/_files/fw-fw-annual-audit-standards-procedures.pdf)), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

## **ARTICLE 26 – MEDICAL DEVICES**

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

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man 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 Goods and/or Services or Supplier's use of any product in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or product, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or products, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for all Goods and/or Services provided to UC, and other products 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 products 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 or products following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or products will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run.

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

Supplier warrants that all of the Goods and/or Services provided to UC, and other products 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 U.S. Food and Drug Administration and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of medical devices, 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(s) in its performance of Services. If Supplier provides MDS2 form(s) to UC concurrently with

its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form(s), and if the MDS2 form(s) 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 will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

#### **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written approval. 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 is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

#### **ARTICLE 30 – OTHER APPLICABLE LAWS**

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

#### **ARTICLE 31 – NOTICES**

A Party must send any notice required to be given under the Agreement by 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].

#### **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.

#### **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 – SUPPLIER TERMS**

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

#### **ARTICLE 37 – SURVIVAL CLAUSE**

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; 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 CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.



## **ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

- A. This Data Security and Privacy Appendix is designed to protect the University of California's (UC) Non-public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).
- B. 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 terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

## **ARTICLE 2 – DEFINED TERMS**

- A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.
- B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC's behalf (collectively, "UC Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).
- D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-



created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

- E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

### **ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES**

- A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.
- B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.
- C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

### **ARTICLE 4 – SECURITY PATCHES AND UPDATES**

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:

- A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.
- B. Supplier's Internal Systems and Services Necessary for Supplier to Fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

## **ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES**

- A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at <http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc>). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (<https://policy.ucop.edu/doc/7020447/BFB-IS-2>), and IS-3, *Electronic Information Security* (<https://policy.ucop.edu/doc/7000543/BFB-IS-3>).
- B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5. UC shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.
- C. UC reserves the right to monitor Supplier's connectivity to UC Information Resources while Supplier accesses Non-public Information.

## **ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION**

Supplier agrees to hold UC's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.

## **ARTICLE 7 – SAFEGUARD STANDARD**

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this

Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

#### **ARTICLE 8 – INFORMATION SECURITY PLAN**

- A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.
- B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier's Information Security Plan will be designed to:
  - i. Ensure the security, integrity and confidentiality of Non-public Information;
  - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
  - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
  - iv. Reduce risks associated with Supplier having access to UC Information Resources; and
  - v. Comply with all applicable legal and regulatory requirements for data protection.
- D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

#### **ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION**

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

## **ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION**

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

## **ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION**

- A. **Reporting of Breach:** Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with UC's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:
  - i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
  - ii. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;
  - iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
  - iv. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
  - v. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
  - vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.
- C. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.
- D. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

## **ARTICLE 12 – ATTORNEY'S FEES**

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

## **ARTICLE 13 – INDEMNITY**

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney's fees, and court costs.

## **ARTICLE 14 – ADDITIONAL INSURANCE**

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

**FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY  
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library). Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.
- B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC’s financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.
- C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

## **ATTACHMENT 1**

- A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
  - i. Designating one or more employees to maintain the comprehensive Information Security Plan;
  - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
    - a. Ongoing employee (including temporary and contract employee) training;
    - b. Employee compliance with policies and procedures; and
    - c. Means for detecting and preventing security system failures.
  - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
  - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
  - v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.
  - vi. Overseeing service providers, by:
    - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
    - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
  - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
  - viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.

- ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.
- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

### **Computer System Security Requirements**

To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
  - i. Control of user IDs and other identifiers;
  - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
  - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
  - iv. Restricting access to active users and active user accounts only; and
  - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
  - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:
  - i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
  - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption of all transmitted records and files containing Protected Information.
- D. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.



- F. Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.
- G. For files containing Protected Information on a system that is connected to the Internet or that may have access to UC Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.
- H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, UC may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

**FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY**  
**GENERAL DATA PROTECTION REGULATION DATA PROTECTION AMENDMENT**

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated \_\_\_\_\_, Supplier may access or otherwise process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Data Protection Amendment (“DPA”), UC is the data controller (and shall hereinafter be referred to as the “Controller”), and Supplier is the data processor (and shall hereinafter be referred to as the “Processor”). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this DPA. In the event of a conflict between the terms of this DPA and the Agreement, the terms of this DPA shall govern. Supplier agrees to be bound by the obligations set forth in this DPA. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this DPA on any third party retained by Supplier to provide services for or on behalf of UC.

**A. Definitions**

Capitalized terms used but not defined in this DPA will have the meanings set forth in the Agreement. The following capitalized terms shall have the meanings set forth herein:

1. **“Data”** means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. “Data” as used herein shall also be considered UC Protected Information as defined in Appendix DS;
2. **“Data Subjects’ Rights”** means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);
3. **“EEA”** means European Economic Area;
4. **“EU”** means the European Union;
5. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
6. **“data subject,” “personal data,” “personal data breach,” “process/processing,” “pseudonymisation,” and “supervisory authority,”** shall each have the meaning as in the GDPR;
7. **“Subprocessor”** means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

**B. Scope of Processing Data**

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

further details of Processor's processing activities of Data pursuant to the Agreement DPA are set forth in Addendum A to this DPA.

2. To the extent any additional information is required to be included in the Addendum pursuant to the GDPR or any other applicable EU Member State or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this DPA in a writing signed by both Parties.

#### **C. Subprocessors**

1. Except as otherwise set forth in the Addendum, the Processor shall not engage any Subprocessor, or subcontract any of its obligations under or in connection with the Agreement to any Subprocessor, without the prior specific written consent of the Controller.
2. If the Controller approves of any Subprocessor pursuant to the Addendum, the Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of such Subprocessors to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.
3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this DPA, including, but not limited to, providing sufficient guarantees to implement appropriate technical and organizational measures as required by GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.
4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

#### **D. Obligations of the Processor**

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data shall:
  - a. process Data in accordance with the terms of this Agreement, DPA or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or Member State law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or Member State law;
  - b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

- c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.
2. In carrying out its obligations under the Agreement and this DPA, the Processor shall comply with all applicable laws and regulations relating to privacy or data protection, including, but not limited to, GDPR.
3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it shall implement appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
4. The Processor's technical and organizational security measures to protect Data shall include, without limitation, the measures set forth in Appendix DS.
5. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.
6. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller (via the individual identified by UC in the Agreement to receive Notices relating to Appendix DS on behalf of UC) orally and in writing (including by e-mail) immediately after becoming aware of such breach. All breach reporting of Data shall otherwise be consistent with Article 11 of Appendix DS.
7. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.
8. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects: In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.
9. This section is only applicable if Processor's Services include the transfer of personal data it has collected or obtained from the EEA to Controller: In the event Processor is transferring personal data it has

collected or otherwise obtained from data subjects in the EEA to Controller for the purposes of performing Services, unless the parties otherwise agree on another transfer mechanism which satisfies GDPR requirements, such transfers shall be governed by the Standard Contractual Clauses set forth in Addendum B to this DPA. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure laws and regulations that may require the retention and disclosure of information that is the subject of the Agreement. Any liability, claims or damages of Controller shall be limited to the acts or omissions of the Controller. Processor acknowledges that Controller is a U.S. state public institution and is prohibited from assuming liability for the conduct of persons other than Controller's officers, agents, employees, students, invitees, and/or guests.

10. The Processor shall return or destroy Data consistent with the provisions of Article 9 of Appendix DS. In the event EU, EU Member State law or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement.

#### **E. Data Subjects' Rights**

1. Except as otherwise set forth in writing by Controller, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.
2. The Processor shall notify the Controller (via the individual identified by UC in the Agreement to receive Notices relating to Appendix DS on behalf of UC) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.
3. Unless otherwise required by applicable EU, EU Member State law or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.
4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

#### **F. Accountability**

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this DPA. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this DPA.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU Member State or EEA state data protection laws or regulations.

### Addendum A: Scope of Processing Data

This Addendum is part of the DPA and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein. [IF THE DATA WILL BE PROCESSED BY THE PROCESSOR FOR PURPOSES OF PROVIDING SERVICES BEYOND THE DURATION OF THE TERM OF THE AGREEMENT, DESCRIBE THAT HERE.]
2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes: [e.g., administration of payroll to employees; quality improvement of laboratory testing ]
3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following: [BUYER TO IDENTIFY TYPES OF DATA, E.G., NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA,] [Insert, if applicable: the Data also includes the following sensitive data – [choose as appropriate]: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, data concerning sex life or sexual orientation, or data relating to criminal convictions or offenses] If the Processor becomes aware that additional personal data and/or UC Protected Information not identified above has been received from the Controller, the Processor shall immediately notify the Controller.
4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects: [E.G., PATIENTS, STUDENTS, DONORS, EMPLOYEES, VENDORS, CONSULTANTS.]
5. [Insert if applicable: Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: [insert the name and contact information of each Subprocessor, and a description of the type of processing activities the Subprocessor will conduct.]
6. [Insert if applicable: Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: [insert information relating to the country, recipient, and details regarding how the transfer will be in compliance with GDPR. Consult OGC for guidance if the Processor requires inclusion of this Section.] ]



# UNIVERSITY OF CALIFORNIA

## APPENDIX – HIPAA BUSINESS ASSOCIATE

### ARTICLE 1 – GENERAL

- A. UC and Supplier desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to Supplier in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the HIPAA Regulations), the Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this Appendix is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), and the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time.
- B. Supplier is or may be a Business Associate as defined under HIPAA. UC wishes to disclose to Supplier certain information, some of which may constitute Protected Health Information or Medical Information. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this Appendix is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This Appendix is effective on the date of the Agreement under which Supplier provides Goods and/or Services to UC (Effective Date).
- C. This Appendix applies only if and to the extent Supplier is functioning as a Business Associate to the SHCC.

**ARTICLE 2 – DEFINITIONS** Except as set forth in this Article 2, capitalized terms used in this Appendix shall have the meaning provided by HIPAA, the HIPAA Regulations, the HITECH Act, California Health and Safety Code §§ 1798.82 and 1798.29, and other applicable laws and regulations.

- A. "Agent" means a person or entity, including a sub-supplier or Workforce Member, who has an agency relationship to Supplier and who is required to receive Protected Health Information or Medical Information to provide the Goods and/or Services in the Agreement.
- B. "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.
- C. "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.
- D. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

- E. "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this Appendix, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.
- F. "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.
- G. "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.
- H. "Medical Information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.
- I. "PHI" means Protected Health Information and Medical Information, collectively.
- J. "Protected Health Information" means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this Appendix, Protected Health Information includes all medical information and health insurance information as defined in California Civil Code § 1798.82.
- K. "Secretary" means the Secretary, Department of Health and Human Services, or his or her designee.
- L. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.
- M. "UC's PHI" means any PHI that Supplier acquires, accesses, uses, discloses, modifies, or destroys in providing Goods and/or Services for UC.
- N. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

## ARTICLE 3 –SUPPLIER’S RESPONSIBILITIES

- A. Permitted Uses and Disclosures of PHI. Supplier may use, access and/or disclose PHI received by Supplier pursuant to the Agreement between Supplier and UC, but only for the purpose of providing the Goods and/or Services required of Supplier by the Agreement or as otherwise required by law. Supplier may not



use, access and/or disclose PHI in any manner that would violate HIPAA if done by UC; except that (i) Supplier may use PHI for Supplier's proper management and administration, if necessary and subject to the requirements in Article 3.B herein, and (ii) Supplier may use PHI to provide data aggregation services relating to the health care operations of UC if expressly provided for in the Agreement. To the extent Supplier carries out one or more of UC's obligations under Subpart E of 45 CFR Part 164, Supplier must comply with the requirements of Subpart E that apply to UC in the performance of such obligation(s).

1. Minimum Necessary. With respect to the use, access, or disclosure of PHI by Supplier as permitted pursuant to this Appendix or the Agreement, Supplier shall limit such use access, or disclosure, to the Minimum Necessary to accomplish the intended purpose of such use, access, or disclosure. Supplier shall determine what constitutes the Minimum Necessary to accomplish the intended purpose in accordance with HIPAA, the HIPAA Regulations and any applicable guidance issued by the Secretary.

2. Documentation of Disclosures. With respect to any disclosures of UC'S PHI by Supplier as permitted under this Article 3, Supplier shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and a brief description of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure. Notwithstanding any record retention requirements elsewhere in the Agreement, for each disclosure of UC'S PHI, Supplier agrees to retain this accounting for a period of at least six (6) years from the date of such disclosure.

3. Electronic Transaction Standards. Where applicable, Supplier shall adhere to the transaction standards as specified in 45 CFR Parts 160 and 162.

B. Other Permitted Uses and Disclosures of PHI. Subject to the limitation in Article 3.C below, Supplier may, if necessary and only to the extent necessary, use, access or disclose PHI (i) for Supplier's proper management and administration, or (ii) to carry out Supplier's legal responsibilities. Supplier shall obtain reasonable assurances from the person to whom PHI is being disclosed that, as required under this Appendix, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Supplier shall require that any Breaches or Security Incidents be immediately reported to Supplier. Supplier shall then report the Breach or Security Incident to UC in accordance with Article 3.G.

C. Nondisclosure of PHI. Supplier is not authorized and shall not use, access or further disclose UC's PHI other than as permitted or required under the Agreement, including this Appendix, or as required by law or regulation.

1. Disclosures Required by Law. In the event Supplier is or may be required by law to disclose PHI, including, but not limited to, pursuant to service with legal process or a request from a governmental agency, Supplier shall promptly notify UC of such requirement, and in any case, within five (5) business days of its receipt of such legal process or request. Supplier shall give UC reasonable opportunity to oppose such disclosure or take other appropriate action before Supplier discloses the PHI.

2. UC Consent Required. Supplier shall not disclose PHI without UC's consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

D. Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in 45 CFR § 164.502, Supplier shall not directly or indirectly receive remuneration in exchange for any of UC's PHI unless Supplier first obtains authorization from UC.

E. Security Standards. Supplier shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of UC and (ii) to prevent any use or disclosure of the PHI other than as provided by the Agreement and this

Appendix. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in Subpart C of 45 CFR Part 164 of the HIPAA Security Rule.

- F. Security Documentation. Supplier shall maintain the policies and procedures implemented to comply with Article 3.E in written form (paper or electronic). If an action, activity or assessment is required to be documented, Supplier shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.
- G. Notification of Breaches and Security Incidents. Supplier shall notify UC in writing as soon as possible, but in no event more than ten (10) business days, after Supplier becomes aware of any Breach or Security Incident involving UC's PHI. Supplier shall be deemed to be aware of any Breach or Security Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or sub-suppliers. Supplier shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by Supplier to have been, accessed, acquired, or disclosed during such Breach or Security Incident. Supplier shall cooperate in good faith with UC in the investigation of any Breach or Security Incident. For purposes of this Appendix, the Parties agree that UC is on continued notice of the general pings and other routine attempted unauthorized accesses to Supplier's system and there is no need for further notification under this Appendix.
- H. Prompt Corrective Actions. In addition to the notification requirements in Article 3.G, and with prior notice to UC, Supplier shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Supplier, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.
  - 1. Notification of Corrective Action and Provision of Policies. As soon as possible, but no later than fifteen (15) calendar days after discovery of the Breach or Security Incident, Supplier shall provide written notice to UC of (i) the actions initiated by Supplier to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action Supplier has initiated or plans to initiate to prevent future similar Breaches or Security Incidents. UC shall have the right to make recommendations to Supplier regarding its corrective action, and Supplier shall reasonably consider, and work with UC, to implement such recommendations. Upon UC's request, Supplier will also provide to UC a copy of Supplier's policies and procedures that pertain to the Breach or Security Incident involving UC's PHI, including procedures for curing any material breach of this Appendix.
- I. Use and Disclosure of De-Identified UC Data by Supplier. Supplier may only use or disclose UC de-identified data only if the de-identified data meets the standard and implementation specifications for de-identification under 45 CFR § 164.514 and (i) such use or disclosure is provided for in the Agreement or (ii) Supplier receives UC's prior written consent.
- J. Supplier's Obligation to Provide Materials. Supplier shall make certain relevant information concerning the use, disclosure, or security of UC's PHI available to UC upon UC's request with the following restrictions. Supplier shall make its internal practices, books, and records relating to the use, disclosure, or security of UC's PHI available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining UC's and/or Supplier's compliance with federal and state privacy and security laws and regulations.
- L. Right to Review Supplier's Processes. UC has the right, at its discretion, to review facilities, systems, procedures, records, books, agreements, policies and procedures relating to the use and/or disclosure of UC's PHI to determine Supplier's compliance with federal and state privacy and security laws and

regulations. Except in the instance UC has received credible information of a Breach or Security Incident involving Supplier and UC's PHI, UC agrees to provide at least thirty (30) days' notice via a written request of its intent to review Supplier's processes and Supplier shall make available to UC and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and procedure.

- M. Supplier is required to disclose PHI (i) to the Secretary when required to investigate or determine UC's compliance with HIPAA, and (ii) to UC, the individual, or the individual's designee, as necessary to satisfy UC's obligations under 45 CFR 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.
- N. Regulatory Compliance. In connection with all matters related to the Agreement and this Appendix, Supplier (i) acknowledges that it may not use or disclose PHI in a manner that would violate the requirements of federal or state law if done by UC, and (ii) shall comply with all applicable federal and state laws and regulations, including, but not limited to HIPAA; the HIPAA Regulations; 45 CFR §§ Parts 160, 162, and 164; the HITECH Act, Subtitle D, part 1; California Civil Code § 1798.29 and California Health and Safety Code § 1280.15, as they may be amended from time to time.

## **ARTICLE 4 - Parties' Responsibilities with Respect to Rights of Individuals**

- A. Individual's Right to Request Restrictions of PHI. If an individual or his or her representative requests that Supplier restrict the use and disclosure of the individual's PHI, Supplier shall notify UC in writing within five (5) business days after receipt of any request. Upon written notice from UC that it agrees to comply with the requested restrictions, Supplier agrees to comply with any instructions to modify, delete, or otherwise restrict the use and disclosure of the subject's PHI.
- B. Individual's Request for Amendment of PHI. If the Agreement provides that an individual may request Supplier to amend the individual's PHI, Supplier shall inform UC within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that Supplier maintains for or on behalf of UC. Supplier shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to UC as may be required to fulfill UC's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. Supplier shall, as directed by UC, incorporate any amendments to UC's PHI into copies of such PHI maintained by Supplier.
- C. Individual's Request for an Accounting of Disclosures of PHI. If the Agreement provides that an individual may request an accounting of disclosures of the individual's PHI, Supplier shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to UC, and, if authorized in writing by UC, to the subject of the PHI, such information maintained by Supplier or its agents as may be required to fulfill UC's obligations to provide an accounting for disclosures of UC's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).
- D. Access to Certain Information in Electronic Format. If the Agreement provides that Supplier will use or maintain Electronic Health Records with respect to PHI on behalf of UC, Supplier shall, upon request of UC, provide UC with the requested Electronic Health Record in an electronic format.

## **ARTICLE 5 – Agents**

- A. In accordance with 45 CFR § 164.502(e)(1)(ii), to the extent Supplier contracts with Agents in the provision of Goods and/or Services pursuant to the Agreement, Supplier agrees that such Agents may create, receive, maintain or transmit PHI solely for the purpose of providing Goods and/or Services provided for in the Agreement.

- B. Supplier shall require all Agents agree to the same restrictions and conditions that are imposed on Supplier by this Appendix, and to provide written assurance of such agreement, including, but not limited to, Articles 3.E (Security Standards), 3.F (Security Documentation) and 3.G (Notification of Breaches and Security Incidents).

## **ARTICLE 6 – TERMINATION AND OTHER REMEDIES**

- A. Material Breach. If UC determines that Supplier has violated a material term of this Appendix, UC may take any of the following actions, at its option:
  - 1. Terminate all applicable agreements, including this Appendix, immediately.
  - 2. Provide Supplier with notification of termination of the applicable agreements, including the Agreement and this Appendix, unless Supplier, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach.
  - 3. If termination is not feasible, upon UC's request, Supplier shall:
    - (a) at its expense, provide a third-party review of the outcome of any plan implemented under Article 6.A.2. to cure the breach; or
    - (b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with this Appendix.
- B. Effect of Termination: Return and/or Destruction of PHI held by Supplier or its Agents. Upon termination, expiration or other conclusion of the Appendix for any reason, Supplier shall return or, at UC's option, provide for the Destruction of all of UC's PHI, that Supplier and/or its Agents and sub-suppliers still maintain in any form, and shall retain no copies of UC's PHI. Within thirty (30) calendar days after the termination of this Appendix, Supplier shall both complete such return and/or Destruction and certify in writing to UC that such return or Destruction has been completed.
- C. Return or Destruction Not Feasible. If Supplier represents to UC that return or Destruction of UC's PHI is not feasible, Supplier must provide UC with a written statement of the reason that return or Destruction by Supplier or its Agents is not feasible. If UC determines that return or Destruction is not feasible, this Appendix shall remain in full force and effect and shall be applicable to any and all of UC's PHI held by Supplier or its Agents.

## **ARTICLE 7 – CHANGES TO THIS APPENDIX**

- A. Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on Supplier to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this Appendix. UC will update this Appendix from time to time as required by applicable laws and regulations, and Supplier agrees to sign a revised Appendix upon UC's reasonable request.

## **ARTICLE 8 – MISCELLANEOUS PROVISIONS**

- A. Assistance in Litigation or Administrative Proceedings. Supplier shall make itself, and any employees or

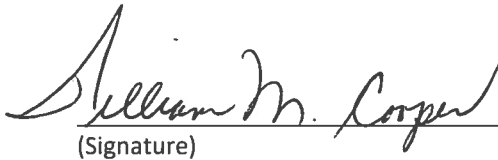
Agents assisting Supplier in the performance of its obligations under the Agreement or this Appendix, available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against UC, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to PHI security and privacy.

- B. Order of Precedence. To the extent that the terms of any other agreement(s) between UC and Supplier are inconsistent with the terms of this Appendix, the terms of this Appendix will control.
- C. Survival. The obligations of Supplier under Articles 3.A, 3.C, 3.D, 3.E, 3.F, 3.G, 3.H, 3.I, 3.J, 3.L, 3.M, 4.A, 4.D, 5.A, 7.A, 8.A, and 8.B of this Appendix shall survive the termination of any agreement between UC and Supplier.

The Appendix is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**SUPPLIER**

  
(Signature)

William M. Cooper AVR+CPO  
(Printed Name, Title)

5/24/17  
(Date)

\_\_\_\_\_  
(Supplier Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)

# Required Supplier Information

## A. Communications & Amendments Regarding the RFx

All communications, including any requests for clarification, concerning this Request for Proposal ("RFP") or Request for Quote ("RFQ") (collectively, referred to as "RFx") must be submitted via the Q&A section of this RFx within the University of California Public Bid Site.

The University of California ("UC") will make any changes, additions, or deletions to the RFx in the form of amendments electronically sent via the UC Public Bid Site. UC will not be responsible for failure of any prospective Supplier to receive such amendments. All amendments will become part of the RFx.

It is Supplier's responsibility to read the entire RFx document, including any attachments, references and amendments, and to comply with all requirements listed herein.

For instruction on how to bid, refer to the Supplier Bidding Guide under the Prerequisite section of the UC Public Bid Site.

## B. Proposal Submittal and Evaluation

1. This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable UC policies and California law. UC reserves the right to withdraw this RFx at any time. All documents submitted to UC in response to this RFx will become the exclusive property of UC and will not be returned.
2. Supplier is strongly encouraged to complete and submit its proposal ("Proposal") in the UC Public Bid Site well before the RFx's closing date and time. A late Proposal will not be accepted after the RFx's closing date and time.
3. Bids must follow the format specified in the RFx. The submission of a Proposal confirms that it has been issued and reviewed by an individual authorized to enter into contracts on behalf of Supplier.
4. Supplier must not provide superfluous materials such as marketing materials or website links in response to or in lieu of the Questions Section, and may be disqualified for providing superfluous materials. Supplier may, however, use attachments or website links to respond to Cost Questions if Cost is directly referenced in the question and such materials respond specifically to the question without extraneous information.
5. Any contract(s) resulting from this RFx will be awarded to the responsive and responsible Supplier who's Proposal, in UC's opinion, offers the greatest benefit to UC. Proposals will be evaluated by the UC evaluation team using the methodology set forth in the RFx Proposal Instructions.
6. UC may waive irregularities in a Proposal provided that, in UC's judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals. UC's waiver of an immaterial deviation or defect will not modify the RFx documents or excuse Supplier from full compliance with the RFx specifications in the event a contract is awarded to Supplier.
7. UC reserves the right to reject all proposals, make more than one award, or make no award. Based on the results of this RFx process, UC reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. Based on the results of such requests, UC or its locations may enter into

contracts with other suppliers to provide those products, while remaining UC locations may buy those products through this RFX. Any contract awarded pursuant to this RFX will incorporate the RFX requirements and specifications, as well the contents of the Proposal as accepted by UC, and will be in writing.

8. Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFX.
9. Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentations to UC. If Supplier is the apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with UC.
10. Several UC campuses have enabled e-commerce using hosted catalogs and punchouts. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC system-wide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punchout catalog e-procurement environments, where enabled.
11. UC may visit Supplier's site to verify that Supplier will meet the RFX specifications set forth in the Statement of Work ("RFX Specifications"). Additionally, in assessing Supplier's ability to perform, UC may consider factors including but not limited to Supplier's financial resources, past performance with UC, references from other customers, experience, organization, personnel, technical skills, operational controls, sustainable offerings and practices, supplier diversity, equipment, and quality control.

## C. UC Sustainable Practices Policy

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The University values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, product, service, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

1. **Packaging Requirements:** Packaging for all products procured by the University must be designed, produced, and distributed to the end user in a sustainable manner. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
  - Uses bulk packaging;
  - Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
  - Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
  - Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
  - Uses locally recyclable or certified compostable material.

The University has prohibited the use of Expanded Polystyrene (EPS) in foodservice facilities for takeaway containers. By 2020, the University will prohibit the sale, procurement, and distribution of expanded plastic foam materials [such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids] at all UC locations other than that utilized for laboratory supply or medical packaging and products where there is no functional alternative.

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

## **D. California Public Records Act**

All proposals, supporting materials and related documentation are subject to the California Public Records Act. Marking a document "confidential" or "proprietary" may not prevent its release.

## **E. Insurance Requirements**

If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFx.

## **F. Errors & Omissions**

Supplier should immediately notify UC of any apparent discrepancy, error, omission, ambiguity or lack of clarity in this RFx, any attachments, references and amendments. Supplier will not be entitled to compensation for any error or discrepancy that appears in this RFx.

## **G. Federal and State Water and Air Pollution Laws**

UC will not contract with entities in violation of Federal or State water or air pollution laws. To determine if the State of California has a record that Supplier is in violation of California pollution laws, Supplier may contact the California Air Resources Board and California Water Resources Control Board. Supplier must disclose on an addendum to its Proposal any open violations of water or air pollution laws, along with Supplier's action plans to remedy the violations.



## **H. Collusion among Suppliers**

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

## **I. Exclusions**

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

## **J. Disqualification**

UC may disqualify any Supplier that does not adhere to the provisions in this Required Supplier Information.

## **K. Multiple Proposals**

Supplier may not submit or be interested in more than one proposal for the same RFx; provided, however, that a person or firm that submitted a sub-proposal to a Supplier or who has quoted prices for goods and/or services to a Supplier is not thereby disqualified from submitting a sub-proposal quoting prices to other Suppliers.

## **L. Specifications and Exceptions**

1. Unless documented as an Exception, the submission of a Proposal will confirm Supplier's acceptance of all RFx Specifications. In documenting an Exception to the RFx Specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFx Specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFx Specifications. If Supplier does not document an Exception regarding the RFx Specifications and it is found that goods and/or services delivered do not meet the RFx Specifications, Supplier will be required to correct same at Supplier's expense.
2. Unless documented as an Exception, Supplier's submission of a Proposal confirms acceptance of UC's Prerequisites and Contract Documents. In documenting an Exception to the Prerequisites or Contract Documents, Supplier must itemize in detail any exceptions taken to the Prerequisites or Contract Documents and provide alternative language or provisions for UC to review. UC will not consider the submission of Supplier's terms and conditions to be documentation of an Exception. UC reserves the right to modify the Prerequisites and Contract Documents as it deems necessary either before or during any negotiations with Supplier until mutual agreement is achieved.
3. Supplier is cautioned that if UC does not approve Supplier's request for Exception to the RFx Specifications and/or Prerequisites and Contract Documents, and Supplier does not withdraw the request, the Proposal may be deemed non-responsive and ineligible for contract award.

## M. Complaints and Protests

Controversies over the solicitation or award of a contract are covered by University of California Policy [BUS-43](#), which is posted online. The policy requests that a party with a complaint regarding the solicitation or award of a contract first attempt to resolve the complaint with the University contracting officer involved in the transaction.

If the complaint cannot be resolved informally, the complainant may file a formal written protest with the University contracting officer who will escalate this protest to the proper authority. Complainants should use the phrase "Formal Bid Protest" in the communication's subject line to indicate the intent to escalate the complaint. Under UC policy, formal written protests must be filed promptly (and in any event within two calendar weeks after the complainant knows or should have known the facts giving rise to the protest).

## N. Offshoring of Services

Supplier must do one of the following in its bid:

1. Certify *under penalty of perjury* that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
2. Describe in its bid any parts of the services that will be performed by workers outside of the United States.

Additionally, UC will not, as a part of the contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agree to the warranties in Article 6(I) of UC's Terms & Conditions of Purchase.



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# Supplier Guide

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## GETTING STARTED WITH CALIFORNIA HIGHER EDUCATION

The California public universities (University of California and California State University) and California Community College systems welcomes suppliers interested in doing business with us and strives to provide efficient and equitable sourcing opportunities.

### CalUsource Collaborative Procurement

To participate in bidding and supplier activities with these California public higher education institutions, potential suppliers must register in CalUsource – the collaborative web-based eProcurement platform used by California public higher education systems.

Whether you are already a supplier for California public higher education or are exploring working with us for the first time, CalUsource will help make your experience in bidding and contracting with us more streamlined.

### Accessing and Using CalUsource

The [CalUsource website](#) and this guide have all the information and resources you need to use CalUsource effectively, including the [CalUsource Public Bid Site](#).

To participate in California public higher education bidding events and to access contract documents, you must first register in CalUsource.

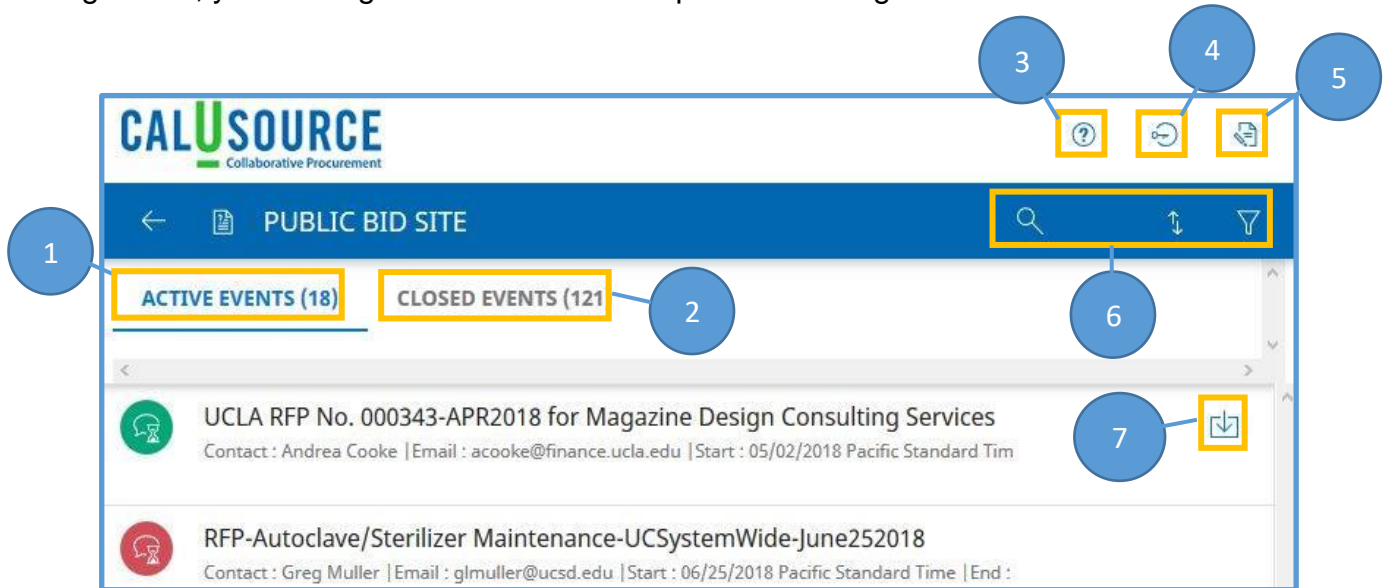
This guide leads you step-by-step through:

- Navigating, searching for bids, and selecting a bidding event on the Public Bid Site
- Registering as a CalUsource supplier
- Adding additional company contacts
- Updating your company's CalUsource profile
- Updating your user profile
- Navigating CalUsource
- Submitting a bid
- Posting and participating in the event's bidding discussion forum
- Withdrawing and resubmitting a bid
- Reviewing, editing and signing your UC/CSU/CCC contract
- Getting help

## USING THE PUBLIC BID SITE

The [CalUsource Public Bid Site](#) is where you can browse public bid opportunities for all California public higher education campuses (UC, CSU and CCC). You can also access the Public Bid Site from the [CalUsource website](#).

The Public Bid Site lists all active and closed public sourcing events. On this site, you can also register in CalUsource so you can participate in bidding events. Once registered, you can login to the CalUsource platform through the Public Bid Site.

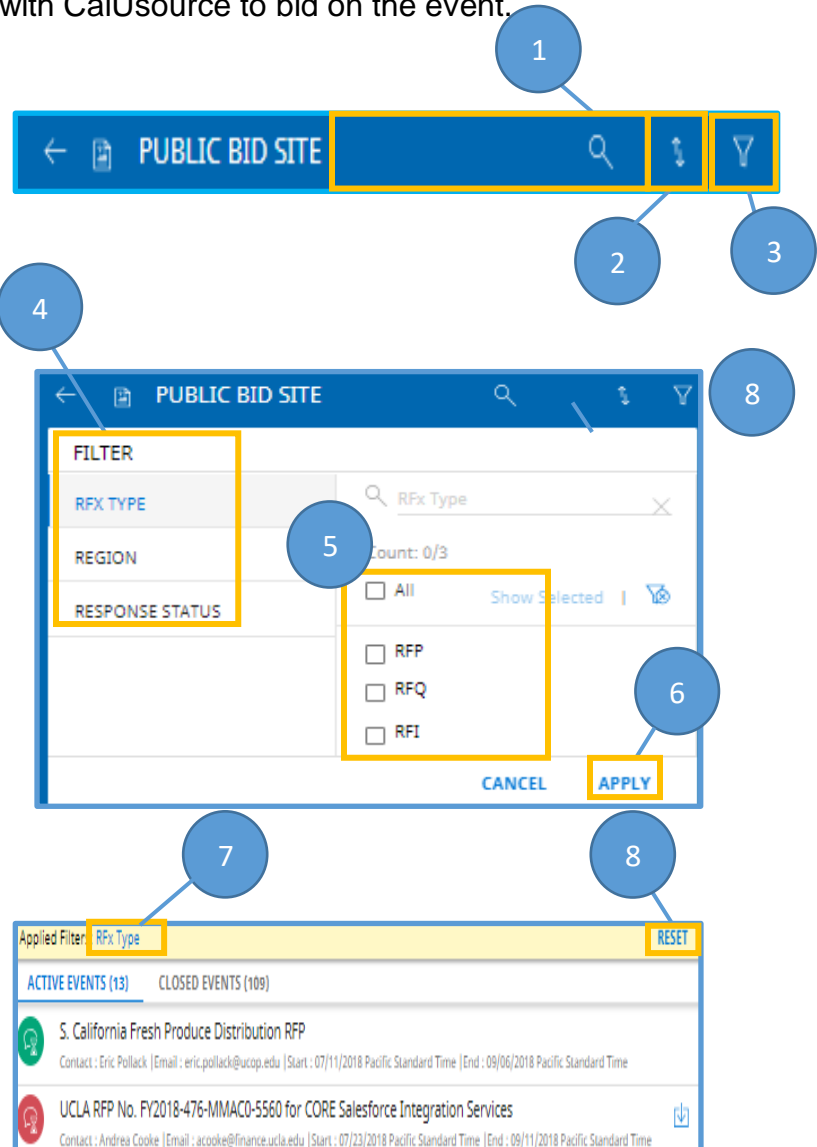


1. **Active Events** Displays all active CalUsource events available for bidding.
2. **Closed Events** Displays all CalUsource events that have been awarded or closed.
3. **Help icon** Opens CalUsource support contact information.
4. **Login icon** Opens the CalUsource login screen.
5. **Register icon** Opens the CalUsource Primary Registration Form so you can register your company in CalUsource.
6. **Search, Sort and Functions** Helps to locate an event. (See next page for more details.)
7. **Download Event Summary icon** (If available) Downloads the Event Summary, which provides background, instruction and other details.

## Searching for Bid Opportunities

Follow these instructions to explore bidding opportunities for your company on the [CalUsource Public Bid Site](#). **Note:** Once you have identified a bidding opportunity, you must register your company with CalUsource to bid on the event.

1. Enter **search terms** for the product or services you wish to provide.
2. Click the **Sort icon** to sort events by 'Response Start Date' and 'Response End Date' in either ascending (starts with earliest date) or descending (starts with latest date) order.
3. Click the **Filter icon** to display a set of events.
4. Select the filter type on the left.
5. Select additional filtering option on the right. (Options vary based on the filter type selected in Step 5.)
6. Click **Apply**.
7. The filtered results display. **Applied Filters** in the yellow bar on the top of the screen tells you which filters have been applied to the search results.
8. Click **Reset** to remove the applied filters.





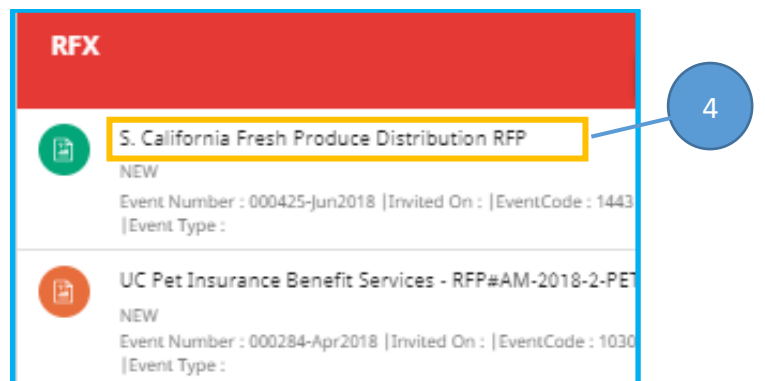
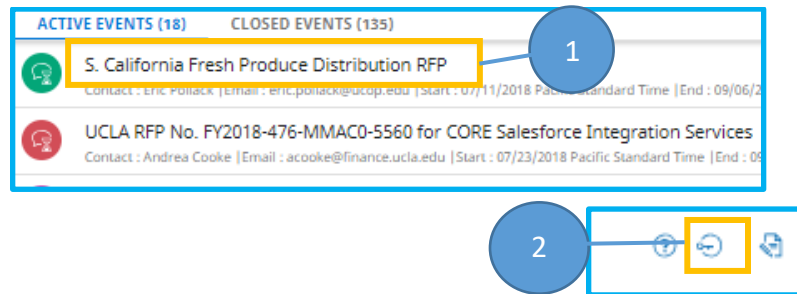
## Selecting an Event to Bid On

Once you have identified an event, you can bid on it if you are registered with CalUsource. (See registration instructions on page 8 of this Guide.) Follow the instructions below to select an event on the CalUsource Public Bid Site and display it in CalUsource.

1. Copy the RFX event name shown in the **Active Event** listings.
2. Click the **Login icon** and log into CalUsource with your login credentials.
3. Paste the name of the RFX into the Main Menu **search field** and press Enter.
4. Click on the event in the **RFX Card**.
5. The RFX event you selected will display.

**\*Note:** If you are already registered with CalUsource, you can search from **Projects** in the **Manage** section to access bidding events as well.

(See pages 12 through 22 for instructions on 'Participating in an RFX'.)



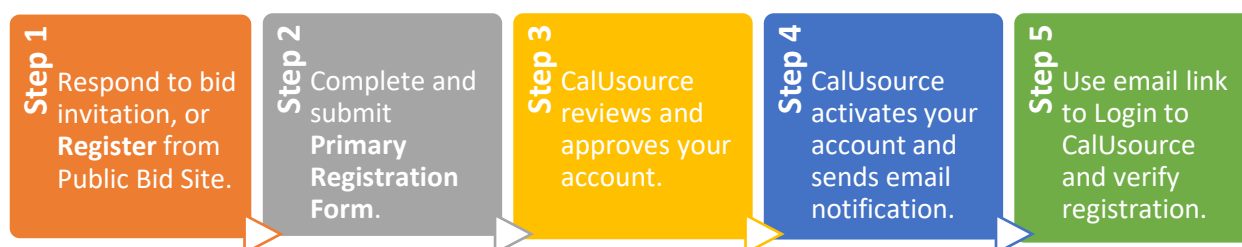
## REGISTERING WITH CALUSOURCE

Registering in CalUsource offers you the opportunity to participate in sourcing events within the University of California (UC), California State University (CSU) and California Community College (CCC) systems. These events may be system-wide, multi-campus or campus-specific, within all or any system. Registration is available through the registration icon on the [CalUsource Public Bid Site](#).


**All you need to register is:** (Note: Fields marked with a red asterisk\* in registration form are required)

Your Company Information		Company Contact Information	Contact Login Credentials
<ul style="list-style-type: none"> <li>• <b>Company Name</b> (Legal)</li> <li>• <b>Headquarters</b> (Country)</li> <li>• <b>Street Address</b></li> <li>• <b>City</b></li> <li>• <b>Phone #</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Business Region</b> (Campuses you'd like to work with)</li> <li>• <b>Category of Business</b> (Commodity Classifications)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>First/Last Name</b></li> <li>• <b>Email Address</b></li> <li>• <b>Phone #</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Username</b> (6 characters min.)</li> <li>• <b>Password</b> (10 characters, w/upper &amp; lowercase, a number &amp; symbol.</li> </ul>

### CalUsource Registration Process:



There are three different starting points for registration in CalUsource:

Registration Method	Starting Point
<b>Self-registration</b>	From the <a href="#">CalUsource Public Bid Site</a> , click on the <b>Register icon</b> in upper right corner to open and complete the registration form. 
<b>By Bid Invitation</b>	You receive an email invitation to register with a request to bid from an RFx author, or upon your own request to bid on a sourcing event.
<b>By Invitation-not related to bid</b>	You receive an email invitation to register when someone from your company has added you as a new contact in CalUsource.

## Registration Steps

No matter how you start the registration process, the icon or link will open the Primary Registration Form. This form is simple and asks for the following basic information.

1. Complete the **Account Credentials** section with your login information.
2. Complete the basic **Company Information** section.
3. For **Business Regions**, click the **Region icon**, then click the **Plus icon**. Select campuses your company hopes to do business with. Click **Done**.
4. For **Category**, click the **Add Category icon**. Check all categories for which your company is able to provide materials and/or services.
5. Complete the **Contact Information** for the primary person responsible for responding to RFxs.
6. For **Contact's Business Region**, select the campuses the contact hopes to do business with.
7. For **Contact's Category**, check all applicable categories of materials and/or service.
8. Review the **Terms & Conditions** and **Privacy Policy**. Mark the **checkbox**.
9. **Submit** the Registration form.

Account Credentials

1

Username \*

User Email \*

Password \*

Confirm Password \*

Password strength: Too short

Legal Company Name \*

Doing Business As

Company Website

Headquarter \* Select Country ▼

Address Line 1 \* Suite, Street, Locality

Address Line 2 Suite, Street, Locality

City \*

State/Province

Zip/Postal Code

Company Phone \*

Fax

3

Business Regions \*

4

Category \*

D-U-N-S Number 9 Digit D-U-N-S

OR

Company Identification Select identification type ▼ Identification Nur +

Contact Information

5

First Name \*

Last Name \*

Company Email \*

Primary Business Phone Number \*

6

Contact's Business Region \*

7

Contact's Category \*

Time Zone (UTC+00:00) Dublin, Edinburgh, Lisbon, London ▼

8

☐ I have read and agree to GEP Terms & Conditions & Privacy Policy.

9

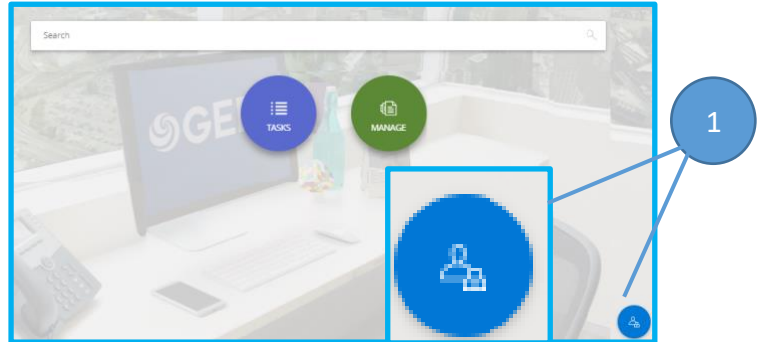
Submit

Reset

## Adding Additional Supplier Contacts

Once you are registered with CalUsource, you can add colleagues to your company's Supplier profile so they can also view and participate in bids and contracts.

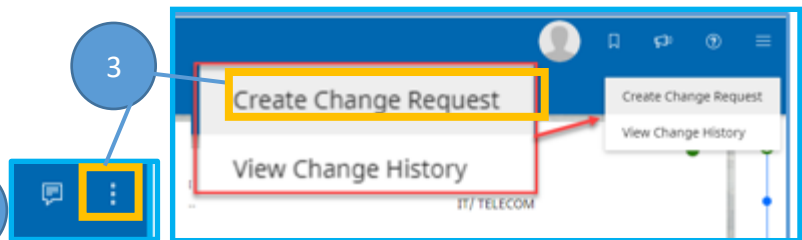
1. Select the **Supplier Profile icon** in the lower right corner of the Main Menu.



2. Note your company status in the **Basic Details** section. Your status affects which steps to complete.



3. **For Normalized/Approved Status Suppliers Only:** Click the **Actions Menu** in the right and then select **Create Change Request**.



4. Click the arrow to expand the **Contact Information** section that displays halfway down the screen.

5. Select the **Plus icon**.

6. Complete all fields with red text in the **Add New Contact Form**. Scroll down to see the **Global** and **Region** fields (required).



7. Ensure "**Send Invitation**" is checked (**not needed for Normalized/Approved suppliers.**)

8. Click **Save**.

9. **For Normalized/Approved Suppliers:** Click **Submit** (at bottom of the screen). A pending approval message displays. **Important:** Refresh your browser until the message disappears. Your contact will be added and receive an invitation to register in CalUsource.

10. Click **Save**.

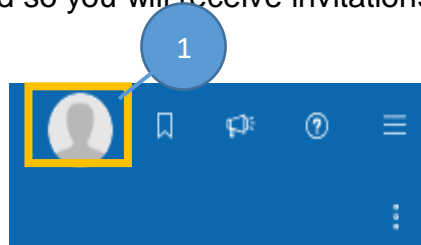


## Updating Supplier Profile General Settings

CalUsource uses the information provided in registration to create your supplier profile.

It's important to keep your profile updated so you will receive invitations to participate in CalUsource bidding events.

1. Login to [CalUsource](#) and click the **Supplier Profile icon** in the upper right of the screen.



2. Edit the information in the **Account Settings** as needed.
3. Edit **Regional Settings** sections, as needed.
4. Enable your electronic signature in the **Electronic Signature Settings** section.

- Click the check box to enable your **Electronic Signature**.
- Check the box to identify if the signature is applicable for **Contract** and/or **Procurement**.
- You have the option of either creating a signature on this screen or uploading a signature file.
- Click **Set Signature Password** to enter your password for the first time or change your password.

5. Click **Save** when you are finished updating your profile.

## PARTICIPATING IN AN RFX

CalUsource uses the term **RFX** to describe an online sourcing event. An RFX might be a Request for Information (RFI), a Request for Quote (RFQ), a Request for Proposal (RFP), or an Auction. California public higher education institutions use CalUsource to create an RFX and invite suppliers to submit a bid.

### Overview of the RFX process

The following diagram shows the major phases in the RFX process once a bid is closed. An RFX document's Timeline section (described on Page 17) provides a graphic representation of the time periods of each phase of the RFX.



<b>Response</b>	During the Response phase, invited suppliers can prepare and submit a bid for the RFX. During this phase, suppliers can revise their bids in response to information posted in the Discussion Forum or as desired to improve their chances of being selected. The RFX includes a bid clock that displays how much time is left to submit a bid the event. As long as the RFX is in the Response phase, you can withdraw and resubmit your bid.
<b>Evaluation</b>	The RFX's commodity manager can also include an Evaluation period after the Response phase to analyze bids. During this period, a team of evaluators will follow a structured practice to assess each supplier's responses. During this time, the commodity manager may reach out to suppliers for additional information on their bids. The buyer might negotiate with suppliers and make agreed-upon adjustments to their bids before the event moves into the Pending Selection phase.
<b>Selection</b>	After the Evaluation period closes, the RFX moves to the Selection phase. During this time, the commodity manager reviews bids and scores to make the final determination of which supplier(s) will be awarded a contract.
<b>Award</b>	During the Award phase, the supplier selection is formalized and documented. At this point, negotiation and contract creation begins.

The rest of this section describes the steps included in each phase of the RFX process.

## Supplier RFx Bidding Tasks in CalUsource

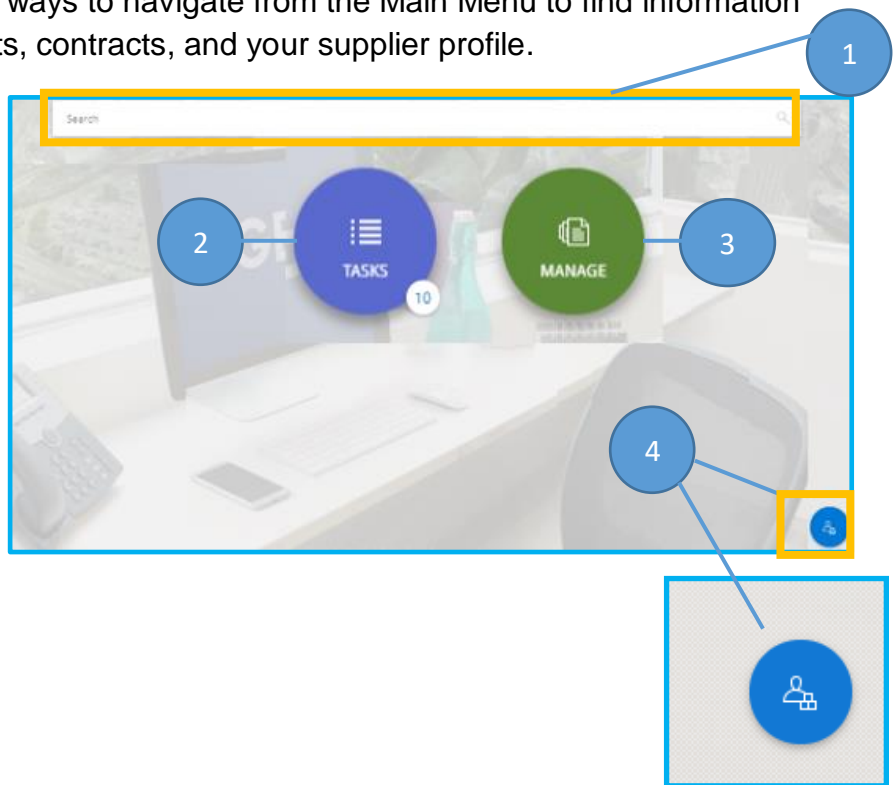
CalUsource expedites the process of bidding on RFx events from accepting bid guidelines, reviewing timelines, answering questions and providing price sheets.

Review this entire section to understand all aspects of responding to a CalUsource RFx event or go directly to the page for instructions with a specific CalUsource bidding task you need to perform.

### Navigating from the Main Menu

The CalUsource Main Menu is the starting point for accessing all CalUsource pages and features. There are four ways to navigate from the Main Menu to find information related to your bidding events, contracts, and your supplier profile.

1. Enter specific terms to search for an RFx or Contract name in the main **Search bar** and press enter to see a list that matches your search terms.
2. Click **Tasks** to see items awaiting action from you.
3. Click **Manage** to see all existing CalUsource RFx events available for viewing.
4. Click **Supplier Profile** to review and update your company's profile and contact information.



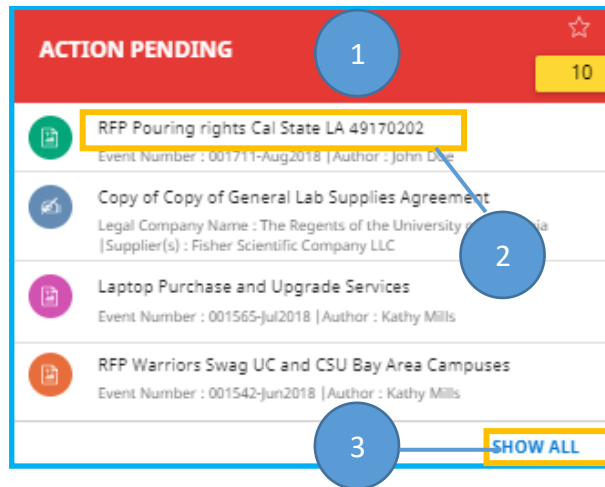


## Utilizing the Task and Manage Menus

### Task Menu/Action Pending Card

When you click the Task Menu, the Action Pending card displays documents associated with you. The most recently modified documents will display at the top.

1. In most cases, the only card that will appear in the Task Menu is **Action Pending**. This card will list all items that require action from you.
2. Click the document's name to open it.
3. Click **Show All** to display all your Action Pending records.

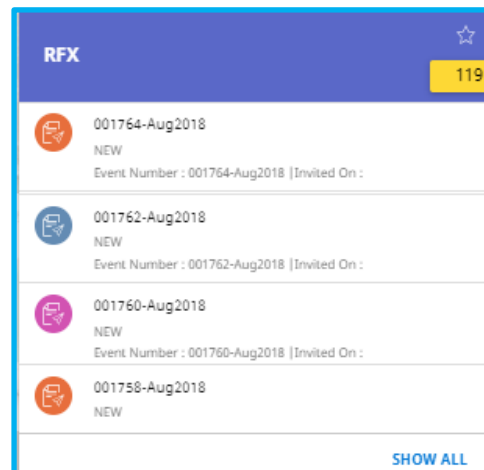
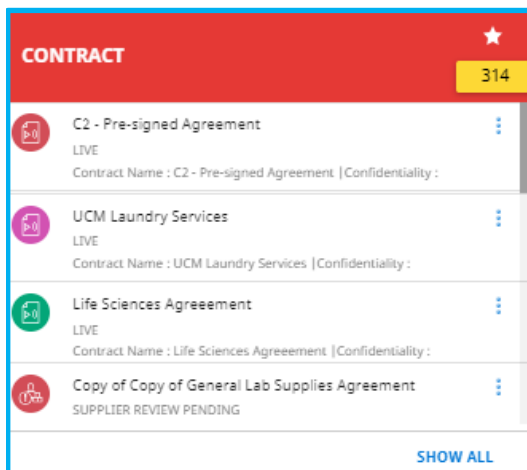


### Manage Menu

The Manage Menu lists all documents that you have access to, both those that are currently in progress and those that have been completed.

**Contract Card:** Lists contracts that you have been awarded.

**RFX Card:** Lists sourcing events you have responded to, or are in the process of responding to.





## Top Blue Bar Features

The top blue bar has numerous icons to access and navigate CalUsource features.



### Left Side Navigation Aids

**Back button:** Redisplays the previous screen.



**Home:** Returns you to the Main Menu from any CalUsource screen.



**Page Title:** The name and status of the displayed page.

TASK - ACTION PENDING

### Right Side Navigation Aids

**Profile:** Defines your account credentials, including password and electronic signature setup.



**Bookmarks:** Allows you to add bookmarks and select existing ones for quick access.




**Announcements:** Provides the latest CalUsource published announcements.



**Support:** Used to access the Help Center. For help with CalUsource issues contact [support@gep.com](mailto:support@gep.com). Do not use the GEP phone numbers.



**Navigation:** Used to display the Log Out button  and to provide quick access to CalUsource modules.



The following pages provide instructions on how to review and respond to a bid CalUsource.

## Event Details Section

As the first section of the RFx, the Basic Details section acts as a cover sheet, providing an overview of the event. Key fields are highlighted below:

- **Event Name**
- **Event Description** – basic details of the event.
- **Event Type** – RFP, RFI, RFQ.
- **Event Overview**
- **Category** – The type of supplies/services addressed in the RFx.
- **Region** – Campus(es) covered by the RFx.

▼ BASIC DETAILS

Event Name  
Laptop Purchase and Upgrade Services

Event Description  
--

Event Type  
Request for Proposal

Event Currency  
USD

Event Overview  
-

Category  
IT/ TELECOM

Business Unit  
Procurement

Region  
UC Campuses

## Accepting Event Guidelines

You must read and accept all guidelines listed on the top of the page before you can participate in the RFx event. Guidelines are prerequisites to participate and view an RF event.

1. Click on the **hyperlink** to view event Guidelines.

2. **Check the box** to certify you have reviewed and accepted the Guidelines.

3. When you have checked all required guidelines, click **Accept Guidelines** in the lower right corner.

4. If you wish to decline participation in the event, click the **Actions** icon.

5. Select **Decline Invitation**.

1. Click on the **hyperlink** to view event Guidelines.

2. **Check the box** to certify you have reviewed and accepted the Guidelines.

3. When you have checked all required guidelines, click **Accept Guidelines** in the lower right corner.

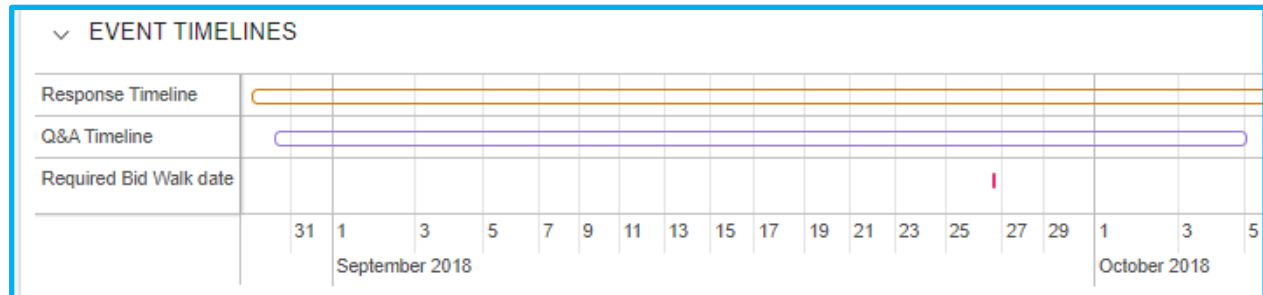
4. If you wish to decline participation in the event, click the **Actions** icon.

5. Select **Decline Invitation**.

## Event Timelines

The **Event Timelines** section provides a graphical representation of the time allotted for each phase of the event.

The **Response Timeline** is of critical importance to you. To be considered, your response must be submitted by the end date and time shown in the Response Timeline.



**Note:** The names of the timelines displayed in the graphic will vary from RFx to RFx.

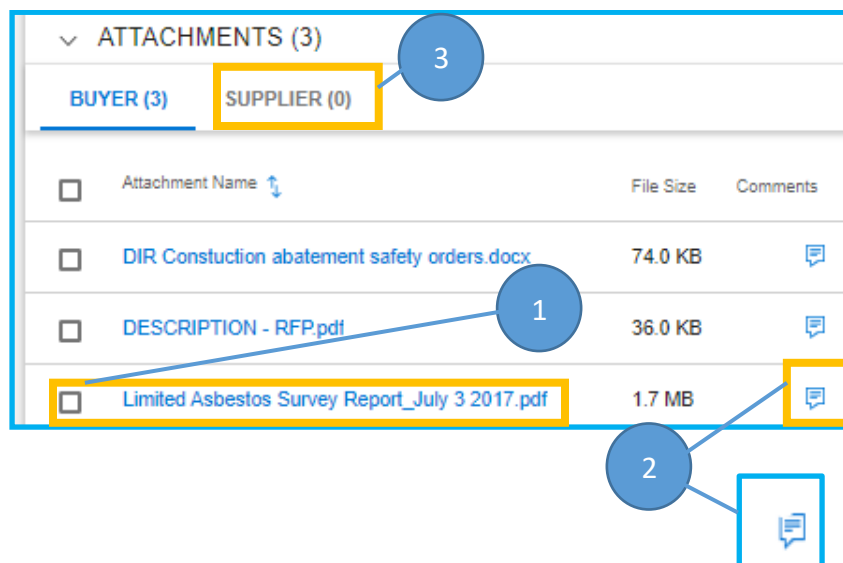
The time remaining before the response period is closed displays in the upper right of the top blue bar as shown below.



## Viewing and Adding Attachments

Use the Attachments section to view documents the RFx author has uploaded for your review.

1. Click documents to download them.
2. Click the **Comments icon** to view information the RFx author has provided about the attachment.
3. Click **Supplier** to upload documents that support your response.



**Note:** Do NOT load Questionnaire and Price Sheet responses in the Attachment section. Use the 'Questionnaire' and 'Price Sheet' sections to load your responses.

## Completing Price Sheets

A price sheet includes a list of items specified by the RFx author. Suppliers can provide quotes for all or some of these items. Also, you can choose to complete the price sheet online, or download the sheet to work offline and upload it upon completion.

1. Go to the **Price Sheets** section. Click on a **price sheet name** to open it.
2. The **Response Completion %** column displays the percentage of price sheet fields that have been already completed. Price sheets for which you have not provided quotes are listed as 0.00%.
3. Review the top fields of the price sheet to confirm which items require you to provide prices.
4. In the **Intend to Bid** column, select **Yes** for items on which you will bid, and **No** for items on which you will not bid.
5. Complete the **Price Per Unit** column for all items on which you are bidding.
6. **Alternately**, if you choose to work on the price sheet offline, click the **Download icon** in the upper right of the screen to download the sheet.
7. Once you have completed your price sheets offline, click the **Upload icon** to upload them back into CalUsource.

Price Sheet Name	Last Modified By	Last Modified On	Response Completion %
Bid Sheet	-	-	0.00%

Price Sheet Name  
**Bid Sheet**

Price Sheet Type  
**Services**

Price Sheet Description  
**All inclusive cost for services, permits and disposal of asbestos.**

	*Intent to Bid	*Description
2	Yes	MRAK HALL
3	Yes	ARS-J1 Boiler..
4	Yes	ITEH-Boiler
5	Yes	ITEH-Small B..

1	*Intent to Bid	*Description	Unit	*Price Per Uni..
2	Yes	MRAK HALL	1	
3	Yes	ARS-J1 Boiler.	1	



## Completing Questionnaires

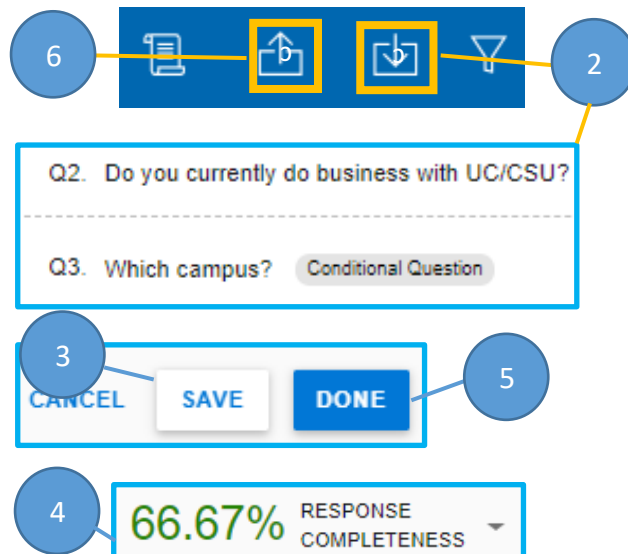
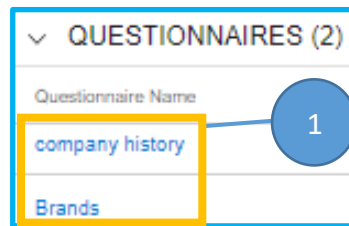
An RFX may have one or more questionnaires. You must answer all questions in each questionnaire before you will be allowed to submit your bid response. Follow these instructions to respond to CalUsource questionnaires.

1. Click the **Questionnaire** name in the **Questionnaire** section to display the questionnaire.
2. Answer the questions in CalUsource.

—OR—

Click the **Download icon** to download the questionnaire. (If you download the questionnaire, insert your answers in the *Response to Question* column of the downloaded file and save the document.

3. If you answer questions in CalUsource, click **Save** periodically to ensure you don't lose your work.
4. Answer all questions. The **Response Completeness** indicator will help you keep track of your progress. When the indicator display 100%, you are finished.
5. Click **Done** when you have answered all questions.
6. If you have downloaded questionnaires and completed them offline, click the **Upload icon** to upload them back into CalUsource.

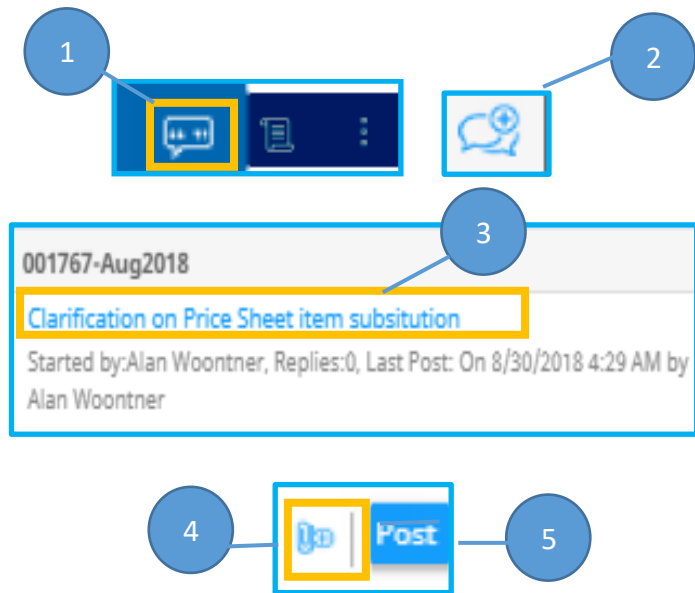


## Using the Discussion Forum

Use the RFx Discussion Forum to ask questions and reply to discussion topics.

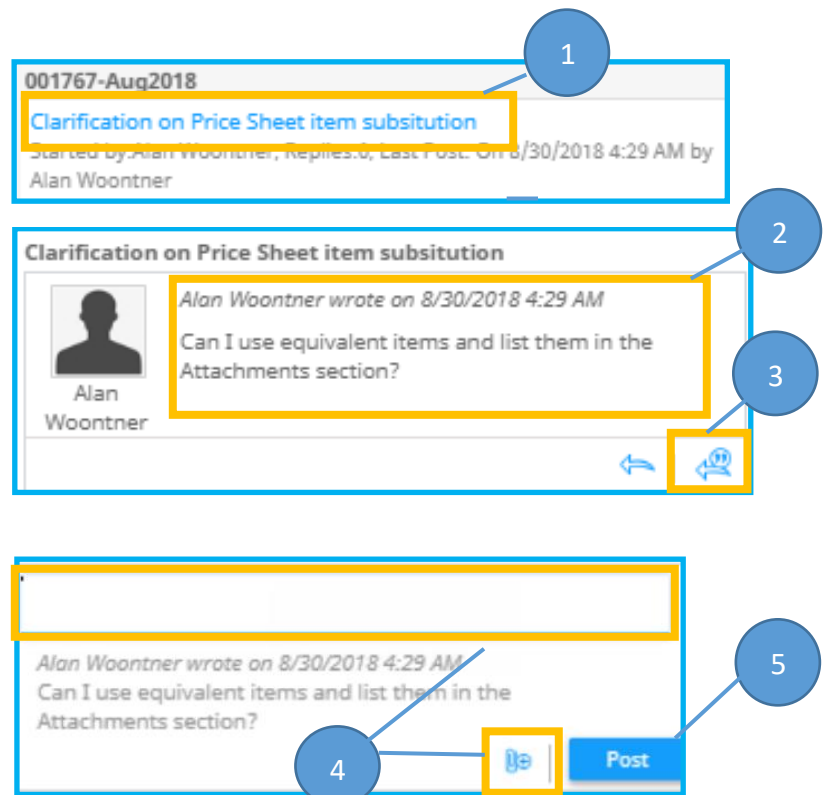
### Opening the Discussion Forum

1. Click the **Discussion Forum icon** in the top right corner of an RFx event screen to access the forum.
2. Click the **Add New Discussion icon** to start a discussion topic.
3. Add a descriptive **Discussion Title** and type your question below the title. Check the **Email Notifications** box to be notified on responses to your post.
4. Click the **Add Attachment icon** to upload related documents.
5. Click **Post** to post your discussion.



### Replying to a Group Discussion Topic

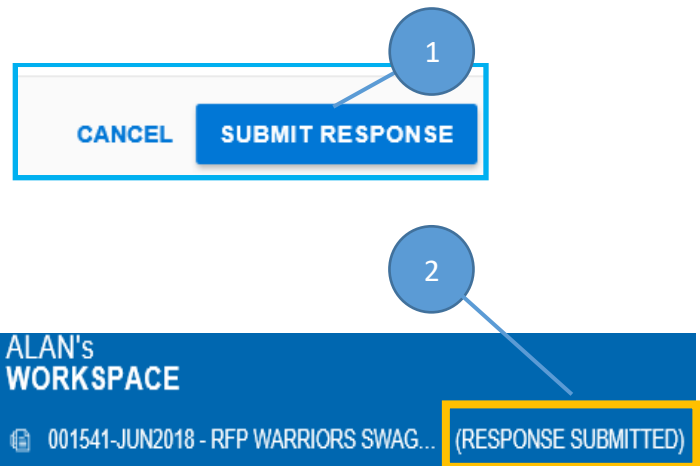
1. Discussion topic titles are listed in blue on the main Group Discussion page. Click a **title** to display the discussion topic in a popup.
2. The discussion topic text displays at the top of the popup.
3. Click the **Reply with Quote icon**. This copies the discussion text into your reply to provide context.
4. **Enter your reply** in the blank field in the middle of the popup. Add files to your reply by clicking the **Attachment icon**.
5. Click **Post**.



## Submitting your Response

After you have answered all RFX questions and completed the pricing sheets, you can submit your RFX response\*.

1. Click the **Submit Response** button in the lower right of your screen, and click **Yes** in the Confirmation message.
2. **Response Submitted** will display in the top blue bar, or an error message will display describing the additional information required.



**\*Note:** A primary respondent can reassign ownership to another contact (also registered in CalUsource) to submit the RFX.

## Bidding Checklist

Use the following checklist to complete your bid before submitting it:

- ☐ [Accept Guidelines](#)  
You must accept the RFX guidelines before bidding.
- ☐ [Review All RFX Details](#)  
Check the information you have entered in all RFX sections. Make sure you read all attachments before bidding.
- ☐ [Use the Discussion Forum](#)  
CalUsource hosts a Discussion Forum for each RFX so you can ask questions and see responses to questions that other suppliers have asked. Ask questions as early in the process as possible to allow the RFX author time to provide a complete answer.
- ☐ [Prepare a Price Sheet for All Items](#)  
You must indicate whether you intend to bid on each item listed in each price sheet. You must also enter a price per unit for all items on which you are bidding.
- ☐ [Prepare Questionnaire Responses](#)  
You must respond to all RFX Questionnaire questions before submitting your bid.

## Withdrawing and Resubmitting a Bid

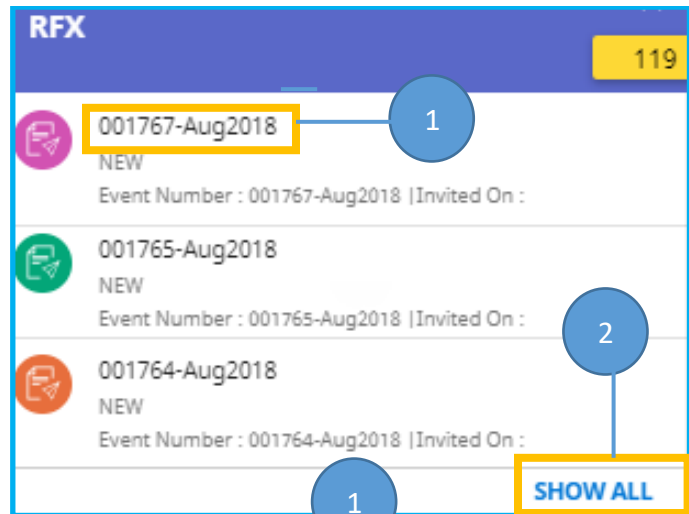
You can withdraw a submitted bid while the response period is open if:

- you want to make changes to your response or,
- you no longer want to be considered for an RFx.

### Locating a Submitted Bid

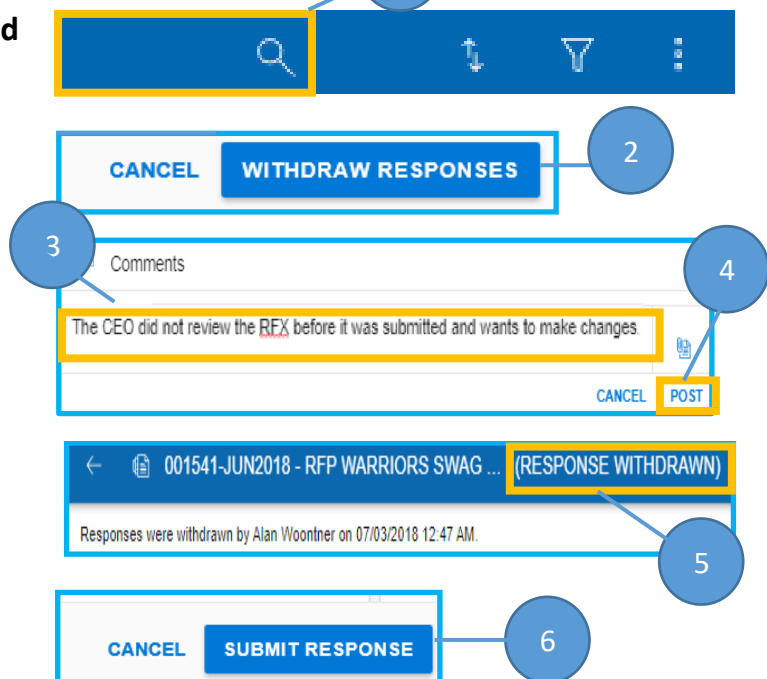
Submitted bids can be accessed by clicking **Manage** on the Main Menu.

- If the RFx desired displays in the Card list, click the **RFx title** to open it.
- If it does not display, click **Show All** at the bottom of the Card.
- If the RFx list is too long, enter the name of the RFx in the **Search** field and press Enter. Click on the **RFx title** in the list to open it.



### Withdrawing and Resubmitting a Bid

- With the RFx displayed, click the **Withdraw Responses** button in the lower right of your screen, then click **Yes** in the Confirmation message.
- Enter a reason for withdrawing your response in the **Comments** popup that displays.
- Click **Post**.
- Response Withdrawn** will display in the top blue bar.
- Make the necessary changes to your RFx bid.
- Click **Submit Responses** to resubmit your bid.





## CONTRACTING IN CALUSOURCE

CalUsource facilitates the contracting process by:

- Sharing contract details, such as party contact information, contract terms, compliance requirements, notification schedules, access to additional attachments and other pertinent information.
- Facilitates the process of contract language review, redlining and revisioning among all parties.
- Facilitates the process of contract execution.

### Contract Document Overview

The following table defines each section of a CalUsource contract document.

**Basic Details** – The contract cover sheet provides basic details about the contract.

**Applicable For** – Defines commodity category and campuses to which the contract pertains.

**Internal Party** – Lists authoring entity's key contacts and parties.

**External Party** – Lists your company's contract contact and signatory.

**Terms** – Lists the Parent Contract Number or Name (if applicable), contract value, payment terms, effective date, how long the contract remains in effect, and any renewal conditions.

**Contract Language** – For review and revision of contract language (see below).

**Notes and Attachments** – Displays contract-related files, notes and external links.

**Lines** – Displays lines from the RFx price sheet.

**Team Members** – Lists authoring entity's contract viewers or reviewers.

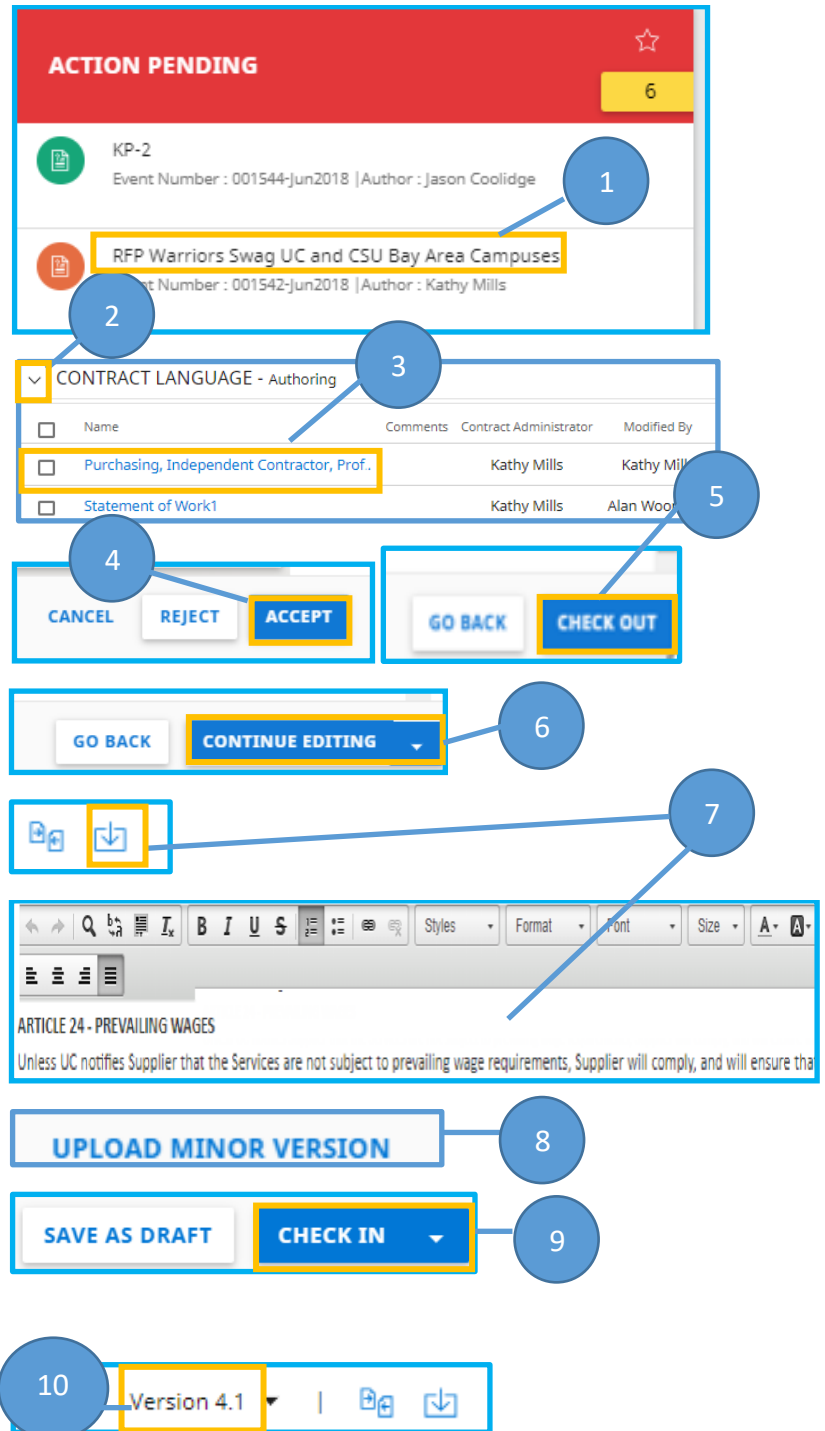
**Notifications** – Lists notifications you will receive during the life of the contract.

> BASIC DETAILS
> APPLICABLE FOR
> INTERNAL PARTY
> EXTERNAL PARTY
> TERMS
> CONTRACT LANGUAGE - Pre-signed Mode
> NOTES AND ATTACHMENTS
> LINES
> TEAM MEMBERS
> NOTIFICATIONS
> ADDITIONAL INFORMATION

## Reviewing and Revising Contract Language

You will receive an email notification with a login link when your contract is ready for review. Upon review, you can accept the contract language as is or suggest modifications. This process is the equivalent of track change redlining.

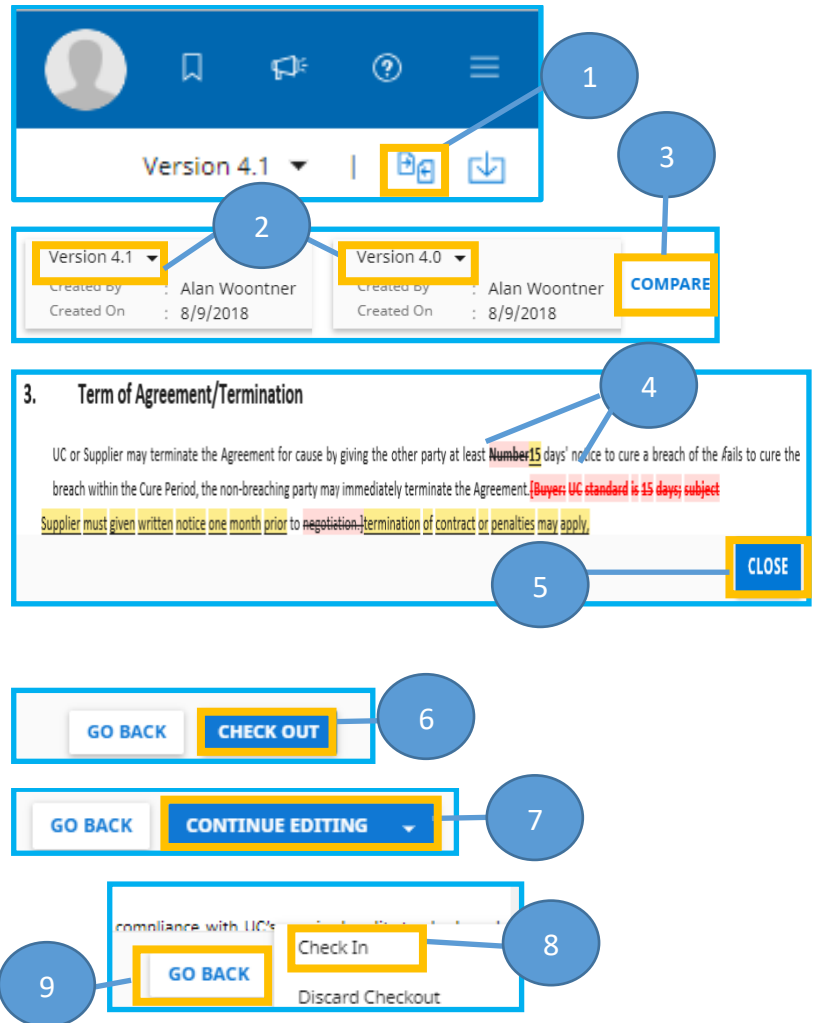
1. Once logged in, click **Tasks** on the **Main Menu** and click on the **Contract's Name** in the Action Pending card to display it.
2. Click the down arrow to open the **Contract Language** section.
3. Click the **contract document's name** to review it.
4. Upon review, if you are satisfied with the contract language, click **Accept** (bottom of screen) to approve the contract. (Skip to "Accepting the Contract" – pg 25.)
5. If not satisfied, click **Check Out** in the bottom right corner of the displayed document.
6. Click **Continue Editing**.
7. You can either edit the document in CalUsource (similar to Microsoft Word) or click the **Download icon** and edit offline. Downloading will allow you to share the document with others to review and redline.
8. If you made changes to a downloaded document, click **Upload Minor Version** in the lower right corner to upload it.
9. Click **Check In** when you have finished making changes.
10. The new **Version Number** will display at the top of the screen.



## Comparing Versions of a Document

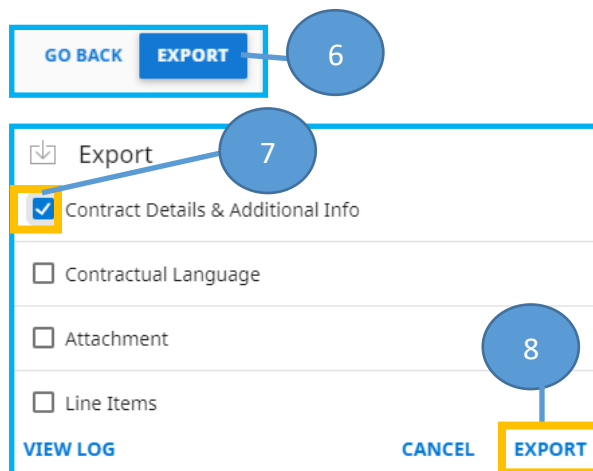
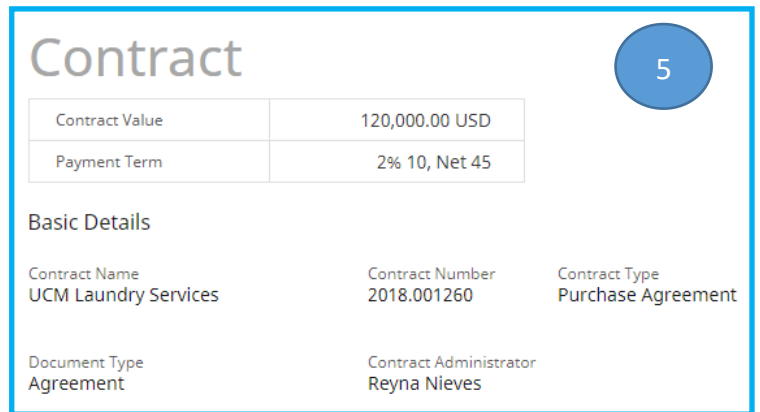
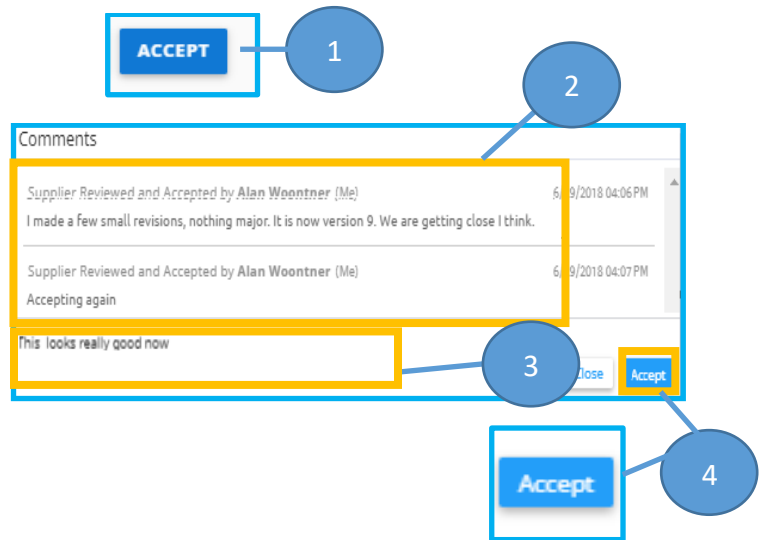
**Note:** Comparing versions is optional. If not comparing versions, go to “Accepting the Contract” on the next page.

1. Click the **Compare Versions icon** to compare what you have changed to previous versions.
2. Click the dropdown arrows in the left and right boxes to select the versions you want to compare.
3. Click **Compare** to see a markup comparing the two versions you selected.
4. In the compared document, yellow highlights denote text that has been added. Crossed-out text has been deleted.
5. Click **Close** to re-display the current version.
6. Click **Check Out**.
7. Click the down arrow next to **Continue Editing**.
8. Click **Check In**.
9. Click **Go Back** to return to the main contract document.



## Accepting the Contract

1. Click **Accept** in the main contract document to accept the Contract.
2. Review previous comments about the document in the top section of the Comments pop-up.
3. Add your comments indicating any changes you made or confirming your acceptance in the bottom part of the Comments popup.
4. Click **Accept**. This forwards the contract to the contract author who will review your changes and comments and determine next steps.
5. The contract cover sheet displays and a **Contract Successfully Added** appears at the bottom of the screen.
6. Click **Export** at the bottom of the screen if you want to export the contract to your computer.
7. Select the particular contract language document(s) you want to export.
8. Click **Export** again.

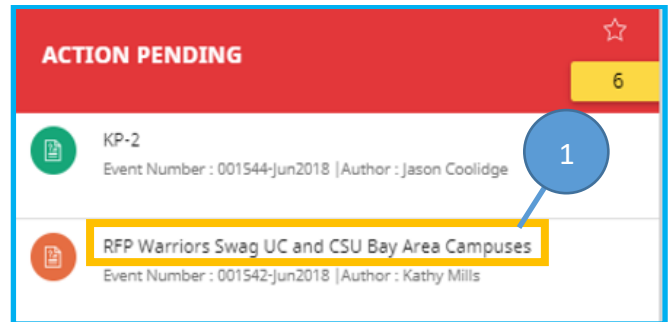


## Executing the Contract

Once the contract has been accepted by both parties, you will receive an email notification to sign the contract.

1. Click **Tasks** in the **Main Menu**.  
Click the contract title in the **Action Pending** card to open the contract.
2. Click **Sign Contract** at the bottom of the page.
3. Enter your password in the **Signatory Password** field.
4. Click the check mark stating you have authority to sign the contract.
5. Click **Sign**.
6. **Supplier Signed** displays in the top blue bar. Your signed contract is forwarded to the internal signatory. The contract is executed once they sign it.

You will receive an email notification when your contract has been executed and is designated as “Live” in CalUsource.



## Accessing a Live Contract

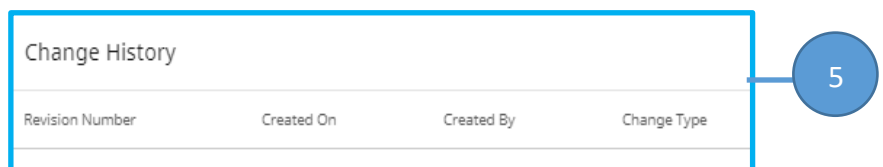
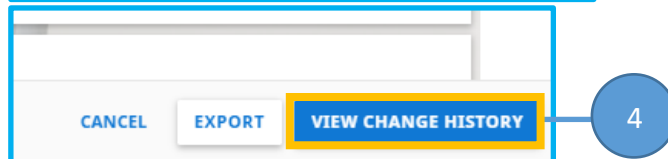
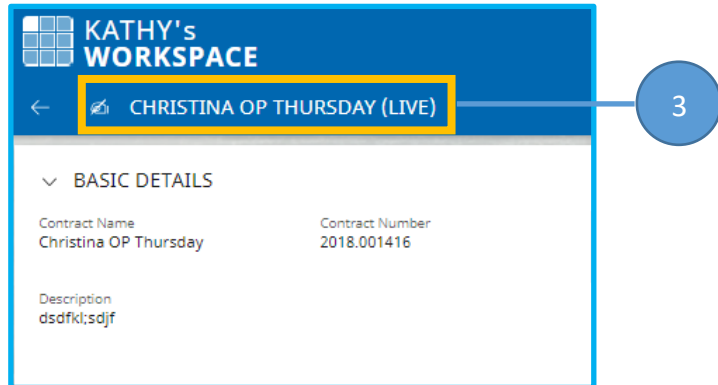
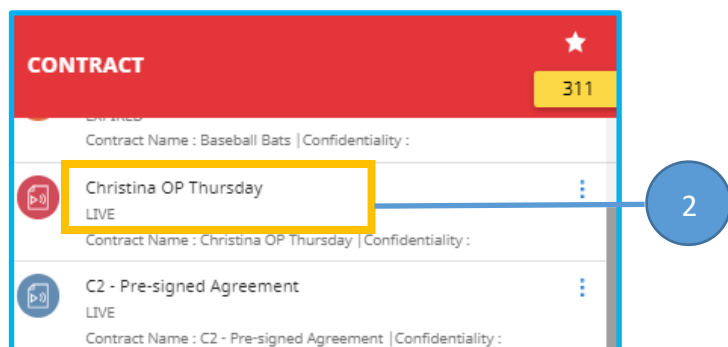
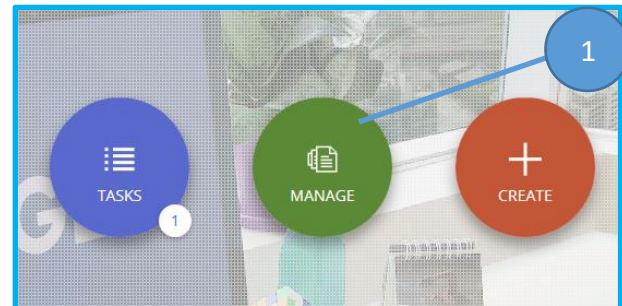
You can access live agreements in CalUsource to track any revisions and modifications that occur throughout its life.

1. Log in to CalUsource and click **Manage** in the **Main Menu**.
2. Locate the contract in the **Contract** card. If a contract is live, **LIVE** will display under the contract's name.

You may need to click **Show All** (at the bottom of the card) if you have several contracts listed.

Click the **Contract name** to display the contract.

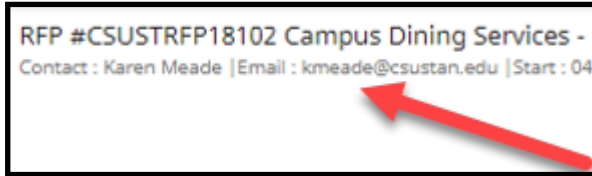
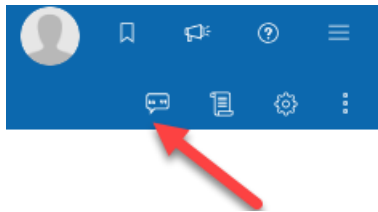
3. The contract document displays and **Live** displays in the top blue bar.
4. Click the **View Change History** button.
5. Review any contract revisions that have occurred since the contract has gone live in the **Change History** popup.



## GETTING HELP

The type of issue you are experiencing determines where you should go for help.

The table below identifies the appropriate CalUsource resource to contact for help with technical issues, registration, bidding, and contracts.

For technical issues or general information on using CalUsource	<p>Contact the GEP* Help Desk at <a href="mailto:support@gep.com">support@gep.com</a>.</p> <p>*GEP is the technology provider of the CalUsource platform.</p>
For general questions related to an RFx event posted on the CalUsource Public Bid Site	<p>Refer to Contact name and email listed directly below the RFx title in the listing on the Public Bid Site.</p> 
For questions or assistance related to an active RFx event on which you are currently bidding	<p>Open the RFx in CalUsource and click on the Discussion Forum icon (shown below) to submit a question within the Q&amp;A time period specified in the RFx. The question you submitted will be answered according to the Q&amp;A time period through the Discussion Forum (see p.19 for more detail).</p> 
For questions about contract terms, conditions or contract language.	<p>Open the Contract in CalUsource, and scroll down to the <b>Internal Party</b> section which lists the authoring entity's key contacts and parties.</p>

## CalUsource Sites and Resources

Click the following URLs to access CalUsource resources for Suppliers.

<a href="#">CalUsource Public Bid Site</a>	<p>Lists all active and closed bidding events within CalUsource.</p> <p>Provides a link to self-register in CalUsource.</p>
<a href="#">CalUsource Website</a>	<p>Resource for Suppliers interested in working with California public higher education institutions.</p> <p>The CalUsource Public Bid Site is accessible from this website.</p>
<a href="#">CalUsource login</a>	<p>Allows registered CalUsource users to login to the CalUsource platform to participate in sourcing events.</p>

## Frequently Asked Questions

[Do I have to pay a membership fee to participate?](#)

There are no fees. The buying organization assumes all costs associated with running the RFx.

[How do I get a username and password?](#)

The email message inviting you to register for CalUsource and/or participate in the RFx contains your username and password.

[How do I change my password?](#)

You can change your password by clicking on the Profile icon (silhouette) that displays at the top of all CalUsource webpages. See Page 5 of this guide for more details.

[How do I change my time zone?](#)

You can change your time zone by clicking on the Profile icon (silhouette) that displays at the top of all CalUsource webpages. See Page 5 of this guide for more details.

[Do I have to fill out all the registration profile information?](#)

Only fields with a red asterisk (\*) are required. However, the buying organization will use the information in your profile to find suppliers for future sourcing events, so it is advantageous for you to complete your entire profile.



### Can my company bid as a team?

You can bid as a team only if the team members share a single login during the bid response process. Using the same login, different team members can edit, enter and save information, but the primary contact listed is the person who must submit the final bid.

Please note that only one team member should edit the bid at a time. Otherwise, one team member can overwrite another team member. You can change ownership of a bid by selecting **Ownership** on the **Actions menu** and changing the role of Primary Respondent to another registered CalUsource user in your company.

### What do I do if I make a mistake?

CalUsource checks your bid when you submit it and informs you of any errors that need correction. CalUsource will display a 'Success' message if your bid has been submitted properly.

### Can I change my bid after it is submitted?

You can withdraw and resubmit your bid only while the RFX is in the Response phase.

### How do I send a message to the buying organization?

Click the Discussion Forum icon in the RFX, and then click the add New Discussion icon. Enter your message, and click Post.

### Will other suppliers be able to see my bid or name?

No, other suppliers will not be able to see your bid.

### Will the event end automatically?

The event will close automatically at the end date/time shown in the RFX timeline.

### Do I need to save the information I enter during bidding?

CalUsource automatically saves information that you enter into each section. However, we do recommend saving your questionnaire responses as you enter them, as it is possible to inadvertently cancel out and lose your responses.

## Weight Structure - UC Temporary Labor Service RFP (AM-2019-1-TEMP)

Transform Weight Distribution to 100% Format for GEP Tool Input

Level 1	Weight		Weight	Level 2 - Category	Weight
	Total	100%	Total	100%	
Written Response	60%	Non Sustainability	76%		Total
		Sustainability	24%	Account Management	10%
				Recruiting, Screening and Selection Process	20%
				Service Capability	25%
				Orientation, Onboarding and Training	15%
				Technology Capability	20%
				Reporting and Analytics	5%
				Additional Services/Value Added Services	5%
Finalist Presentation	10%				Total # of Questions
Financials	30%				

# University of California - Temp Labor Services

## Temp Labor RFP Questionnaire

#	General Questions	Supplier Response
	<b>General Information</b>	
1	Provide general information on your company, including:	
a)	Full name; Legal and Trade Name	
b)	Address	
c)	Phone Number & Fax Number	
d)	Website Address	
e)	Parent Company (if operating as a subsidiary)	
f)	Indicate Entity Type; partnership, corporation, individual, etc.	
g)	Public or Private Company	
h)	Date Company Founded	
i)	State of Incorporation or Formation	
j)	Locations in California	
k)	Annual Revenue in 2017	
l)	Do you intend to use subcontractors? If yes, provide specific information.	
2	Provide your most recent financial ratings (i.e., Moody's, Best, Standard & Poor's, etc.).	
3	Are there any recent or anticipated mergers and acquisitions for your organization?	
a)	If yes, please address when the merger/acquisition took place or will take place and describe how the transaction will impact your organization's ability to provide the services requested in this RFP.	
4	Are there any recent or anticipated changes in your organizational structure (e.g. key personnel, consolidation of operations, new service centers) that would impact UC. Please include project plan and timeline where applicable.	
5	Is any litigation pending against your organization? If so, give details	
6	Please provide the following information relative to your current Book of Business.	
a)	Total Clients	
b)	Total Clients with similar size as the UC	
7	Do you outsource any administrative services to a third-party provider? If so, please provide details.	
8	Provide the Supplier status certification information for your organization. (documentation verifying your status as a Small Business Enterprise and/or Women-owned Business, Disadvantaged Business, Minority Business Enterprise, Service Disabled Veteran-owned, Veteran-owned Business, etc.)	
9	Summarize in 500 words or less why you are a match for UC and why UC should select your organization over your competitors. Please emphasize how you are different from your competitors.	
10	References - Provide the names, addresses, and phone numbers of past and present customers who can serve as references. References should include direct experience in servicing accounts of a similar size, complexity, and business volume to the University of California and provide Higher Education customer references where applicable. Complete Attachment 3 UC References Form.xls.	

# University of California - Temp Labor Services

## Temp Labor RFP Questionnaire

Sustainability Question	Non Sustainability Question	#	Supplier Capability Questions	Supplier Response
			Industry Experience - Labor Categories	
			<p>If a supplier provides multiple areas of job category coverage, then Supplier must have the ability to respond to the requests for the placement of temporary staff at a minimum of at least three (3) labor area classifications. Preference will be given to those who offer multiple labor area classifications.</p> <p>If a supplier's sole area of expertise is limited to one (1) of the labor area classifications below (i.e, food service), then a supplier can respond to one (1) labor area classification.</p> <p>Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification. For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.</p>	
			a) Administrative/Clerical	
			b) Accounting/Finance	
			c) Light Industrial	
			d) Skilled Labor	
			e) Food Service	
			f) Laboratory Science Support	
			g) Media and Content Creation Services	
			<b>Account Management</b>	
		1	Describe the account management structure that would apply to UC. Provide a bio of the primary account manager/team who would be assigned to UC, including years of experience in the industry, years with your company, geographic location, number of accounts supported, and average size of supported accounts.	
	S	2	Provide an organizational chart of the account team that shows the reporting structure and identify where each account team member is physically located.	
	S	3	How is the performance of the account team measured?	
	S		<b>Recruiting, Screening and Selection Process</b>	
**S		1	How do you attract qualified candidates? Discuss in detail all methods you will use to recruit candidates.	
**S		2	How do you ensure you are attracting an applicant pool that reflects the communities of your customers?	
	S	3	Provide 2-3 examples of advertisements/job postings you have used in the past to recruit candidates.	
	S	4	Do you actively seek out candidates for specific positions or do you primarily try to fill positions with candidates that you already have in your database?	
	S	5	Describe your process for conducting background and security checks. Identify any third party suppliers you use to conduct background and security checks.	
	S	6	Describe your strategy and process for including UC students in your hiring pool as appropriate.	

S	7	Describe your interviewing and screening process, including details regarding any testing programs that you use.	
S	8	Describe your process for drug screening and physicals. What practices do you have surrounding these programs?	
S	9	Discuss in detail all the aspects of the tools (interviews, testing, reference checks, etc.) used to pre-screen and test candidates prior to placing them in a pool of qualified candidates.	
S	10	Are the prospective candidates asked to demonstrate all skills that are claimed? How are the skill measurements validated?	
S	11	How many active candidate profiles do you currently have for the following UC regions: North, Central Valley, Central Coast, South?	
<b>Service Capability</b>			
**S	1	Does your company have experience with customers in Higher Education and with multiple locations in a broad geographic area? Provide examples.	
S	2	Specify your company's normal business hours for receiving orders and providing customer service.	
S	3	Outline your processes for handling emergencies during business and non-business hours. UC business hours are 8am-5pm PT.	
S	4	Include a listing of all holidays and any other days your company is closed for business (except Saturday and Sunday).	
S	5	Describe your company's recovery and business continuity plan in the event of an unforeseen event, such as a natural disaster, act of war, or civil disturbance.	
S	6	Identify any high usage periods that limit the availability of candidates and describe how you would handle UC's needs during these times.	
S	7	How do you handle unexpected changes in the labor market?	
**S	8	Describe your customer service program.	
**S	9	Describe your quality control programs.	
S	10	Does your company have the data and capability to participate in quarterly business reviews, both systemwide and at the individual UC locations? These reviews include an evaluation of sales, performance against service metrics, implementation progress and issues, market trends and account management.	
S	11	Specify your company's overall performance with regard to candidate placements in the following areas:	
		· Order Fill Rate	
		· Order Fill Turnaround Time (average)	
		· Customer Satisfaction	
		· Order Accuracy	
		· Invoicing Accuracy	
S	12	How do you track the performance elements and what type of document will be provided to verify your company's performance on the elements listed above? Provide a sample of such reports in your proposal.	
S	13	What measures of feedback do you use to gauge the success of your placements?	
S	14	What level of turnover is your company experiencing at the management and account executive levels? Provide data for the most current fiscal year you have available.	
**S	15	How do you reduce candidate turnover?	
S	16	What types of benefits do you provide to your candidates?	
**S	17	Do you offer incentives to candidates to encourage them to stay in a position until the project is completed?	

**S	S	18	How many candidates in the categories listed below are in your current application pool for each UC location? List each UC location separately • Administrative/Clerical • Accounting/Finance • Light Industrial • Skilled Labor • Food Service • Laboratory Science Support • Media and Content Creation Services	
	S	19	Explain your reference check process for candidates and when they are performed.	
	S	20	What is your average response time on candidate placement orders? What is your rush response time on candidate placement orders?	
	S	21	What service guarantees do you provide for temporary placements? How many hours/days a candidate work at no charge if deemed unqualified by UC?	
	S	22	Does your company have candidates placed on “ready-status” each morning for last-minute emergencies for temporary placements?	
		23	Does your company provide specialized recruiting and training for candidates based on the requirements of your customers?	
	S	24	Describe the process to implement the staffing services. Summarize briefly the primary steps, potential timeline, stakeholders with their respective roles/responsibilities various milestones and keys to success and ongoing assessment.	
	S	25	Describe how you monitor and report no calls, no show, and late arrivals to each UC location.	
	S	26	Specify your company’s dispute resolution process and time frame.	
	Orientation, Onboarding and Training			
**S	S	1	What type of training do you offer candidates before placing them? How do you prepare them for the position?	
		2	Does your company offer training on the use of computers/electronic systems (vs. paper), if an employee lacks skills?	
	S	3	Do you offer an orientation program for all candidates? If yes, describe what information is included in the program.	
	S	4	Describe services provided as part of your program that facilitate and improve quality of the orientation and onboarding of candidates.	
	S	5	Does your company track the performance of the candidates? If yes, describe the process and include a sample report.	
	S	6	Is your company able to bond employees, if requested by the University?	
Technology Capability				
**S		1	Describe your company's ability to accept payment via e-payables or ghost bank cards associated with US Bank and Visa.	

**S				2	Describe your company's ability to provide the following general systems and order management capabilities at no additional cost to the University: <ul style="list-style-type: none"> <li>• On-Line web-based ordering system</li> <li>• Customer specific pricing and contract terms</li> <li>• Itemized cost center/group/organization usage reports available on-line to all the University of California departments</li> <li>• Electronic purchasing capabilities, including e-commerce, through the use of a variety of electronic order management systems with real-time access to service information for order fulfillment or web-based platforms with no local or network based software requirement</li> <li>• Accommodation for 32-digit account numbers</li> <li>• Secured access for University of California users</li> <li>• e-mail notification within a defined security hierarchy (delete)</li> </ul>	
				3	Describe your company's overall capabilities in the areas of electronic billing, order placement and approval, timekeeping, and reporting.	
**S				4	Describe the system specifications/requirements, including costs for hardware/software to utilize bidders' on-line ordering system.	
	S			5	Describe what training is provided for University employees for the use of your on-line ordering system and other technology and process related functions.	
	S			6	Is your company able to provide specific reports to a customer level for orders placed through third-party e-procurement systems (e.g. CalUSource, Marketplace, etc.)?	
				7	Describe how your company will support the utilization of Procurement cards. <ul style="list-style-type: none"> <li>• Integration within your order entry system</li> <li>• Authorization process (manual/automated)</li> <li>• Timeliness and accuracy of systems authorization ability in the order entry process</li> <li>• Provide a description of your level 2/3 reporting capabilities. (delete)</li> </ul>	
	S			8	Describe the role that technology plays in facilitating the processing and management of staff credentials. Include statements that pertain to ongoing management of credentials (eg. Process for handling expiring documents).	
	S			9	Describe how time and attendance information is entered, approved and how disputes are handled. Please note if any of the timekeeping functions are manual, utilizing paper?	
**S				10	Describe how you manage unapproved time.	
				11	Describe any portals or interfaces that currently exist for automation to transfer of time and attendance data, invoices or other information to UC internal systems for time and attendance (UC Path, Kronos) and accounting systems (Lawson, Peoplesoft, etc.). Additionally, identify potential for development of custom interfaces and experience with similar implementations and customizations.	
	S					
					<b>Reporting and Analytics</b>	
				1	Describe your reporting capabilities, such as strengths of your platform, ability to develop customized reports, abilities to transfer report data and charts to other platforms.	
	S			2	What is the frequency of your standard reporting process? Provide a sample of your standard level of reporting provided to other customers.	
	S			3	Describe your comprehensive spend and utilization analytics? Confirm your ability to provide a monthly report of the candidates you have on assignment to the human resources compliance offices for each location.	
	S				<b>Additional Services/Value Added Services</b>	

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1	What value-added services do you provide? (i.e. custodial staff training in the use of green chemical lines and on-chemical chemical cleaning methods. Specialized culinary training - vegan, gluten free, kosher, halal)?	
2	Some UC locations may request for temporary staffing to have alternative work arrangements, such as, a 4 day work week, work from home, etc. Does your company provide for this type of request?	
3	Does your company provide a program encouraging and enabling carpooling? Please explain how it is structured and utilized by employees.	
4	Do you have an incentive program encouraging the use of electric or fuel efficient vehicles?	
5	How do you incorporate Corporate Social Responsibility (CSR) into your business practices and policies? (i.e. benefits, training, childcare, partnering with subcontractors/suppliers that are socially responsible)? If not previously stated, please providing any remaining points you would like to make concerning company philosophy, efforts, and programs in the following areas: (a.) Policies incorporating environmental and/or social sustainability and stewardship (b.) Energy efficiency within administrative offices (e.g. LEED buildings) (c.) company vehicles/transportation and shipping (EPA SmartWay Partner or Affiliate, fuel efficient/alternatively fueled vehicles used in transport and delivery) (d.) Reduction of waste, water, chemical use (e.) Environmental Management Standards (ISO 14001)	

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**UC Temporary Labor Service RFP - Pricing Template**  
***AM-2019-1-TEMP***

**Supplier Name:**

**Enter Your Company Name Here**

**Instruction:**

1. Enter your company name in the yellow cell above.
2. Provide pricing related information on each of the following 6 tabs: Geographical Coverage, North, Central Valley, Central Coast, South, and Mark-up Breakdown.
3. **Any and all** associated costs with the requested services must be included in the pricing proposal in this workbook. **UC is not responsible for any additional cost outside of labor cost, such as travel/transportation, parking, background checks, training, finger printing, interagency fees, conversion fees, etc.**

# UC Temporary Labor Service RFP - Pricing Template

## Instruction:

1. In column F, select from drop-down list to indicate your ability to serve various UC Regions.
2. In column G, provide percentage of your current candidate pool living within 30 miles to corresponding UC location where you are able to serve.

**Supplier must have the ability to respond to UC's needs in the placement of temporary staff at UC locations. Supplier's proposal must meet geographical coverage requirements in one of the two ways, otherwise the proposal will be deemed as disqualified:**

- a. For system-wide – ability to service all four (4) UC regions or;
- b. Limit proposal to one (1) region – ability to service UC locations in only one (1) region – North region, Central Valley region, Central Coast region or South region.

UC Region	UC Locations		Ability to Service (Yes/No)	Percentage of Current Candidate Pool Living Within 30 Miles to UC Locations
North	UCB	UC Berkeley		
North	UCOP	UC Office of the President		
North	UCSF	UC San Francisco		
North	LBNL	Lawrence Berkeley National Lab		
North	LLNL	Lawrence Livermore National Lab		
Central Valley	UCD	UC Davis		
Central Valley	UCM	UC Merced		
Central Coast	UCSC	UC Santa Cruz		
Central Coast	UCSB	UC Santa Barbara		
South	UCI	UC Irvine		
South	UCR	UC Riverside		
South	UCLA	UCLA		
South	UCSD	UC San Diego		

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC North Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Administrative/Clerical	Clerk		North						
Administrative/Clerical	Senior Clerk/Assistant I		North						
Administrative/Clerical	Clerical Assistant		North						
Administrative/Clerical	Assistant II		North						
Administrative/Clerical	Assistant III		North						
Administrative/Clerical	Medical Front Desk		North						
Administrative/Clerical	Administrative Specialist		North						
Administrative/Clerical	Administrative Analyst		North						
Administrative/Clerical	Executive Secretary		North						
Administrative/Clerical	Executive Assistant		North						
Administrative/Clerical	Administrative and Job Placement Assistant		North						
Administrative/Clerical	Administrative and Marketing Assistant		North						
Administrative/Clerical	Administrative Assistant – Bilingual Spanish		North						
Administrative/Clerical	Administrative Assistant – Finance		North						
Administrative/Clerical	Administrative Officer II		North						
Administrative/Clerical	File Clerk		North						
Administrative/Clerical	Office Administrator		North						
Administrative/Clerical	Office Assistant		North						
Administrative/Clerical	Office Manager		North						
Administrative/Clerical	Receptionist		North						
Accounting/Finance	Accountant I		North						
Accounting/Finance	Accountant II		North						
Accounting/Finance	Accountant III		North						
Accounting/Finance	Accountant IV		North						
Accounting/Finance	Accounts Payable Specialist		North						
Accounting/Finance	Accounts Payable Clerk		North						
Accounting/Finance	Accounts Payable Coordinator		North						
Accounting/Finance	Accounts Receivable Assistant		North						
Accounting/Finance	Accounts Receivable Specialist		North						
Accounting/Finance	Accounts Receivable Administrator		North						
Accounting/Finance	Accounting Assistant I		North						
Accounting/Finance	Accounting Assistant II		North						
Accounting/Finance	Accounting Assistant III		North						
Accounting/Finance	Accounting Clerk		North						
Accounting/Finance	Accounting Coordinator		North						
Accounting/Finance	Senior Accountant		North						
Accounting/Finance	Staff Accountant		North						
Accounting/Finance	Assistant Accountant		North						
Accounting/Finance	Assistant Budget Analyst		North						
Accounting/Finance	Bookkeeper		North						
Accounting/Finance	Bookkeeper Clerk		North						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC North Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Accounting/Finance	Budget Analyst		North						
Accounting/Finance	Finance Manager		North						
Accounting/Finance	Senior Finance Manager		North						
Accounting/Finance	Financial Analyst		North						
Accounting/Finance	Senior Financial Analyst		North						
Accounting/Finance	Financial Analyst – Fund Accounting		North						
Accounting/Finance	Payroll Accountant		North						
Accounting/Finance	Tax Assistant		North						
Light Industrial	Light Industrial/Laborer		North						
Light Industrial	Custodian		North						
Light Industrial	Senior Custodian		North						
Light Industrial	Custodial Supervisor		North						
Light Industrial	Groundskeeper		North						
Light Industrial	Lead Groundskeeper/Gardner		North						
Light Industrial	Painter		North						
Light Industrial	Shipping and Receiving Clerk		North						
Light Industrial	Shipping and Receiving Laborer		North						
Skilled Labor	Electrician		North						
Skilled Labor	Lead Electrician		North						
Skilled Labor	Refrigeration Technician		North						
Skilled Labor	Carpenter		North						
Skilled Labor	Plumber		North						
Skilled Labor	HVAC Technician		North						
Food Service	Waitperson/Server		North						
Food Service	Cook		North						
Food Service	Food Service Worker		North						
Food Service	Lead Food Service Worker		North						
Food Service	Food Service Supervisor		North						
Food Service	Sous Chef		North						
Food Service	Captain		North						
Food Service	Cashier		North						
Food Service	Bartender		North						
Food Service	Dishwasher		North						
Laboratory Science Support	Lab Technician		North						
Laboratory Science Support	Laboratory Manager		North						
Laboratory Science Support	Laboratory Assistant		North						
Laboratory Science Support	Animal Care Technician		North						
Media and Content Creation Services	Junior Designer		North						
Media and Content Creation Services	Mid-level Designer		North						
Media and Content Creation Services	Senior Designer		North						
Media and Content Creation Services	Copywriter		North						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC North Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Media and Content Creation Services	Marketing Coordinator/Advertising Assistant		North						
Media and Content Creation Services	Marketing and Communication Assistant		North						
Media and Content Creation Services	Marketing/Communications Manager		North						
Media and Content Creation Services	Social Media Specialist		North						
Media and Content Creation Services	Content Manager		North						
Media and Content Creation Services	Event/Field Marketing Specialist		North						
Media and Content Creation Services	Trade Show Coordinator		North						
Media and Content Creation Services	Sales Administrator Assistant		North						
Media and Content Creation Services	Sales Coordinator		North						
Media and Content Creation Services	Sales Operations Administrator		North						
Media and Content Creation Services	Sales Support		North						
Media and Content Creation Services	Project and Communications Specialist		North						
Media and Content Creation Services	Donation Marketing Specialist		North						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC Central Valley Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Administrative/Clerical	Clerk		Central Valley						
Administrative/Clerical	Senior Clerk/Assistant I		Central Valley						
Administrative/Clerical	Clerical Assistant		Central Valley						
Administrative/Clerical	Assistant II		Central Valley						
Administrative/Clerical	Assistant III		Central Valley						
Administrative/Clerical	Medical Front Desk		Central Valley						
Administrative/Clerical	Administrative Specialist		Central Valley						
Administrative/Clerical	Administrative Analyst		Central Valley						
Administrative/Clerical	Executive Secretary		Central Valley						
Administrative/Clerical	Executive Assistant		Central Valley						
Administrative/Clerical	Administrative and Job Placement Assistant		Central Valley						
Administrative/Clerical	Administrative and Marketing Assistant		Central Valley						
Administrative/Clerical	Administrative Assistant – Bilingual Spanish		Central Valley						
Administrative/Clerical	Administrative Assistant – Finance		Central Valley						
Administrative/Clerical	Administrative Officer II		Central Valley						
Administrative/Clerical	File Clerk		Central Valley						
Administrative/Clerical	Office Administrator		Central Valley						
Administrative/Clerical	Office Assistant		Central Valley						
Administrative/Clerical	Office Manager		Central Valley						
Administrative/Clerical	Receptionist		Central Valley						
Accounting/Finance	Accountant I		Central Valley						
Accounting/Finance	Accountant II		Central Valley						
Accounting/Finance	Accountant III		Central Valley						
Accounting/Finance	Accountant IV		Central Valley						
Accounting/Finance	Accounts Payable Specialist		Central Valley						
Accounting/Finance	Accounts Payable Clerk		Central Valley						
Accounting/Finance	Accounts Payable Coordinator		Central Valley						
Accounting/Finance	Accounts Receivable Assistant		Central Valley						
Accounting/Finance	Accounts Receivable Specialist		Central Valley						
Accounting/Finance	Accounts Receivable Administrator		Central Valley						
Accounting/Finance	Accounting Assistant I		Central Valley						
Accounting/Finance	Accounting Assistant II		Central Valley						
Accounting/Finance	Accounting Assistant III		Central Valley						
Accounting/Finance	Accounting Clerk		Central Valley						
Accounting/Finance	Accounting Coordinator		Central Valley						
Accounting/Finance	Senior Accountant		Central Valley						
Accounting/Finance	Staff Accountant		Central Valley						
Accounting/Finance	Assistant Accountant		Central Valley						
Accounting/Finance	Assistant Budget Analyst		Central Valley						
Accounting/Finance	Bookkeeper		Central Valley						
Accounting/Finance	Bookkeeper Clerk		Central Valley						
Accounting/Finance	Budget Analyst		Central Valley						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC Central Valley Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Accounting/Finance	Finance Manager		Central Valley						
Accounting/Finance	Senior Finance Manager		Central Valley						
Accounting/Finance	Financial Analyst		Central Valley						
Accounting/Finance	Senior Financial Analyst		Central Valley						
Accounting/Finance	Financial Analyst – Fund Accounting		Central Valley						
Accounting/Finance	Payroll Accountant		Central Valley						
Accounting/Finance	Tax Assistant		Central Valley						
Light Industrial	Light Industrial/Laborer		Central Valley						
Light Industrial	Custodian		Central Valley						
Light Industrial	Senior Custodian		Central Valley						
Light Industrial	Custodial Supervisor		Central Valley						
Light Industrial	Groundskeeper		Central Valley						
Light Industrial	Lead Groundskeeper/Gardner		Central Valley						
Light Industrial	Painter		Central Valley						
Light Industrial	Shipping and Receiving Clerk		Central Valley						
Light Industrial	Shipping and Receiving Laborer		Central Valley						
Skilled Labor	Electrician		Central Valley						
Skilled Labor	Lead Electrician		Central Valley						
Skilled Labor	Refrigeration Technician		Central Valley						
Skilled Labor	Carpenter		Central Valley						
Skilled Labor	Plumber		Central Valley						
Skilled Labor	HVAC Technician		Central Valley						
Food Service	Waitperson/Server		Central Valley						
Food Service	Cook		Central Valley						
Food Service	Food Service Worker		Central Valley						
Food Service	Lead Food Service Worker		Central Valley						
Food Service	Food Service Supervisor		Central Valley						
Food Service	Sous Chef		Central Valley						
Food Service	Captain		Central Valley						
Food Service	Cashier		Central Valley						
Food Service	Bartender		Central Valley						
Food Service	Dishwasher		Central Valley						
Laboratory Science Support	Lab Technician		Central Valley						
Laboratory Science Support	Laboratory Manager		Central Valley						
Laboratory Science Support	Laboratory Assistant		Central Valley						
Laboratory Science Support	Animal Care Technician		Central Valley						
Media and Content Creation Services	Junior Designer		Central Valley						
Media and Content Creation Services	Mid-level Designer		Central Valley						
Media and Content Creation Services	Senior Designer		Central Valley						
Media and Content Creation Services	Copywriter		Central Valley						
Media and Content Creation Services	Marketing Coordinator/Advertising Assistant		Central Valley						
Media and Content Creation Services	Marketing and Communication Assistant		Central Valley						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC Central Valley Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Media and Content Creation Services	Marketing/Communications Manager		Central Valley						
Media and Content Creation Services	Social Media Specialist		Central Valley						
Media and Content Creation Services	Content Manager		Central Valley						
Media and Content Creation Services	Event/Field Marketing Specialist		Central Valley						
Media and Content Creation Services	Trade Show Coordinator		Central Valley						
Media and Content Creation Services	Sales Administrator Assistant		Central Valley						
Media and Content Creation Services	Sales Coordinator		Central Valley						
Media and Content Creation Services	Sales Operations Administrator		Central Valley						
Media and Content Creation Services	Sales Support		Central Valley						
Media and Content Creation Services	Project and Communications Specialist		Central Valley						
Media and Content Creation Services	Donation Marketing Specialist		Central Valley						



**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC Central Coast Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Administrative/Clerical	Clerk		Central Coast						
Administrative/Clerical	Senior Clerk/Assistant I		Central Coast						
Administrative/Clerical	Clerical Assistant		Central Coast						
Administrative/Clerical	Assistant II		Central Coast						
Administrative/Clerical	Assistant III		Central Coast						
Administrative/Clerical	Medical Front Desk		Central Coast						
Administrative/Clerical	Administrative Specialist		Central Coast						
Administrative/Clerical	Administrative Analyst		Central Coast						
Administrative/Clerical	Executive Secretary		Central Coast						
Administrative/Clerical	Executive Assistant		Central Coast						
Administrative/Clerical	Administrative and Job Placement Assistant		Central Coast						
Administrative/Clerical	Administrative and Marketing Assistant		Central Coast						
Administrative/Clerical	Administrative Assistant – Bilingual Spanish		Central Coast						
Administrative/Clerical	Administrative Assistant – Finance		Central Coast						
Administrative/Clerical	Administrative Officer II		Central Coast						
Administrative/Clerical	File Clerk		Central Coast						
Administrative/Clerical	Office Administrator		Central Coast						
Administrative/Clerical	Office Assistant		Central Coast						
Administrative/Clerical	Office Manager		Central Coast						
Administrative/Clerical	Receptionist		Central Coast						
Accounting/Finance	Accountant I		Central Coast						
Accounting/Finance	Accountant II		Central Coast						
Accounting/Finance	Accountant III		Central Coast						
Accounting/Finance	Accountant IV		Central Coast						
Accounting/Finance	Accounts Payable Specialist		Central Coast						
Accounting/Finance	Accounts Payable Clerk		Central Coast						
Accounting/Finance	Accounts Payable Coordinator		Central Coast						
Accounting/Finance	Accounts Receivable Assistant		Central Coast						
Accounting/Finance	Accounts Receivable Specialist		Central Coast						
Accounting/Finance	Accounts Receivable Administrator		Central Coast						
Accounting/Finance	Accounting Assistant I		Central Coast						
Accounting/Finance	Accounting Assistant II		Central Coast						
Accounting/Finance	Accounting Assistant III		Central Coast						
Accounting/Finance	Accounting Clerk		Central Coast						
Accounting/Finance	Accounting Coordinator		Central Coast						
Accounting/Finance	Senior Accountant		Central Coast						
Accounting/Finance	Staff Accountant		Central Coast						
Accounting/Finance	Assistant Accountant		Central Coast						
Accounting/Finance	Assistant Budget Analyst		Central Coast						
Accounting/Finance	Bookkeeper		Central Coast						
Accounting/Finance	Bookkeeper Clerk		Central Coast						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC Central Coast Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Accounting/Finance	Budget Analyst		Central Coast						
Accounting/Finance	Finance Manager		Central Coast						
Accounting/Finance	Senior Finance Manager		Central Coast						
Accounting/Finance	Financial Analyst		Central Coast						
Accounting/Finance	Senior Financial Analyst		Central Coast						
Accounting/Finance	Financial Analyst – Fund Accounting		Central Coast						
Accounting/Finance	Payroll Accountant		Central Coast						
Accounting/Finance	Tax Assistant		Central Coast						
Light Industrial	Light Industrial/Laborer		Central Coast						
Light Industrial	Custodian		Central Coast						
Light Industrial	Senior Custodian		Central Coast						
Light Industrial	Custodial Supervisor		Central Coast						
Light Industrial	Groundskeeper		Central Coast						
Light Industrial	Lead Groundskeeper/Gardner		Central Coast						
Light Industrial	Painter		Central Coast						
Light Industrial	Shipping and Receiving Clerk		Central Coast						
Light Industrial	Shipping and Receiving Laborer		Central Coast						
Skilled Labor	Electrician		Central Coast						
Skilled Labor	Lead Electrician		Central Coast						
Skilled Labor	Refrigeration Technician		Central Coast						
Skilled Labor	Carpenter		Central Coast						
Skilled Labor	Plumber		Central Coast						
Skilled Labor	HVAC Technician		Central Coast						
Food Service	Waitperson/Server		Central Coast						
Food Service	Cook		Central Coast						
Food Service	Food Service Worker		Central Coast						
Food Service	Lead Food Service Worker		Central Coast						
Food Service	Food Service Supervisor		Central Coast						
Food Service	Sous Chef		Central Coast						
Food Service	Captain		Central Coast						
Food Service	Cashier		Central Coast						
Food Service	Bartender		Central Coast						
Food Service	Dishwasher		Central Coast						
Laboratory Science Support	Lab Technician		Central Coast						
Laboratory Science Support	Laboratory Manager		Central Coast						
Laboratory Science Support	Laboratory Assistant		Central Coast						
Laboratory Science Support	Animal Care Technician		Central Coast						
Media and Content Creation Services	Junior Designer		Central Coast						
Media and Content Creation Services	Mid-level Designer		Central Coast						
Media and Content Creation Services	Senior Designer		Central Coast						
Media and Content Creation Services	Copywriter		Central Coast						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC Central Coast Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Media and Content Creation Services	Marketing Coordinator/Advertising Assistant		Central Coast						
Media and Content Creation Services	Marketing and Communication Assistant		Central Coast						
Media and Content Creation Services	Marketing/Communications Manager		Central Coast						
Media and Content Creation Services	Social Media Specialist		Central Coast						
Media and Content Creation Services	Content Manager		Central Coast						
Media and Content Creation Services	Event/Field Marketing Specialist		Central Coast						
Media and Content Creation Services	Trade Show Coordinator		Central Coast						
Media and Content Creation Services	Sales Administrator Assistant		Central Coast						
Media and Content Creation Services	Sales Coordinator		Central Coast						
Media and Content Creation Services	Sales Operations Administrator		Central Coast						
Media and Content Creation Services	Sales Support		Central Coast						
Media and Content Creation Services	Project and Communications Specialist		Central Coast						
Media and Content Creation Services	Donation Marketing Specialist		Central Coast						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC South Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Administrative/Clerical	Clerk		South						
Administrative/Clerical	Senior Clerk/Assistant I		South						
Administrative/Clerical	Clerical Assistant		South						
Administrative/Clerical	Assistant II		South						
Administrative/Clerical	Assistant III		South						
Administrative/Clerical	Medical Front Desk		South						
Administrative/Clerical	Administrative Specialist		South						
Administrative/Clerical	Administrative Analyst		South						
Administrative/Clerical	Executive Secretary		South						
Administrative/Clerical	Executive Assistant		South						
Administrative/Clerical	Administrative and Job Placement Assistant		South						
Administrative/Clerical	Administrative and Marketing Assistant		South						
Administrative/Clerical	Administrative Assistant – Bilingual Spanish		South						
Administrative/Clerical	Administrative Assistant – Finance		South						
Administrative/Clerical	Administrative Officer II		South						
Administrative/Clerical	File Clerk		South						
Administrative/Clerical	Office Administrator		South						
Administrative/Clerical	Office Assistant		South						
Administrative/Clerical	Office Manager		South						
Administrative/Clerical	Receptionist		South						
Accounting/Finance	Accountant I		South						
Accounting/Finance	Accountant II		South						
Accounting/Finance	Accountant III		South						
Accounting/Finance	Accountant IV		South						
Accounting/Finance	Accounts Payable Specialist		South						
Accounting/Finance	Accounts Payable Clerk		South						
Accounting/Finance	Accounts Payable Coordinator		South						
Accounting/Finance	Accounts Receivable Assistant		South						
Accounting/Finance	Accounts Receivable Specialist		South						
Accounting/Finance	Accounts Receivable Administrator		South						
Accounting/Finance	Accounting Assistant I		South						
Accounting/Finance	Accounting Assistant II		South						
Accounting/Finance	Accounting Assistant III		South						
Accounting/Finance	Accounting Clerk		South						
Accounting/Finance	Accounting Coordinator		South						
Accounting/Finance	Senior Accountant		South						
Accounting/Finance	Staff Accountant		South						
Accounting/Finance	Assistant Accountant		South						
Accounting/Finance	Assistant Budget Analyst		South						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC South Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Accounting/Finance	Bookkeeper		South						
Accounting/Finance	Bookkeeper Clerk		South						
Accounting/Finance	Budget Analyst		South						
Accounting/Finance	Finance Manager		South						
Accounting/Finance	Senior Finance Manager		South						
Accounting/Finance	Financial Analyst		South						
Accounting/Finance	Senior Financial Analyst		South						
Accounting/Finance	Financial Analyst – Fund Accounting		South						
Accounting/Finance	Payroll Accountant		South						
Accounting/Finance	Tax Assistant		South						
Light Industrial	Light Industrial/Laborer		South						
Light Industrial	Custodian		South						
Light Industrial	Senior Custodian		South						
Light Industrial	Custodial Supervisor		South						
Light Industrial	Groundskeeper		South						
Light Industrial	Lead Groundskeeper/Gardner		South						
Light Industrial	Painter		South						
Light Industrial	Shipping and Receiving Clerk		South						
Light Industrial	Shipping and Receiving Laborer		South						
Skilled Labor	Electrician		South						
Skilled Labor	Lead Electrician		South						
Skilled Labor	Refrigeration Technician		South						
Skilled Labor	Carpenter		South						
Skilled Labor	Plumber		South						
Skilled Labor	HVAC Technician		South						
Food Service	Waitperson/Server		South						
Food Service	Cook		South						
Food Service	Food Service Worker		South						
Food Service	Lead Food Service Worker		South						
Food Service	Food Service Supervisor		South						
Food Service	Sous Chef		South						
Food Service	Captain		South						
Food Service	Cashier		South						
Food Service	Bartender		South						
Food Service	Dishwasher		South						
Laboratory Science Support	Lab Technician		South						
Laboratory Science Support	Laboratory Manager		South						
Laboratory Science Support	Laboratory Assistant		South						
Laboratory Science Support	Animal Care Technician		South						

**Instruction:**

Provide your range of hourly rates (minimum to maximum) for each job title listed in the table to serve UC locations in the UC South Region.

**Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification.** For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

				Pay Rate (\$/Hr)		Bill Rate (\$/Hr)		Mark-Up %	
UC Labor Area Classification	UC Job Position	Supplier Job Position (If different from UC's Job Position)	UC Region	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Media and Content Creation Services	Junior Designer		South						
Media and Content Creation Services	Mid-level Designer		South						
Media and Content Creation Services	Senior Designer		South						
Media and Content Creation Services	Copywriter		South						
Media and Content Creation Services	Marketing Coordinator/Advertising Assistant		South						
Media and Content Creation Services	Marketing and Communication Assistant		South						
Media and Content Creation Services	Marketing/Communications Manager		South						
Media and Content Creation Services	Social Media Specialist		South						
Media and Content Creation Services	Content Manager		South						
Media and Content Creation Services	Event/Field Marketing Specialist		South						
Media and Content Creation Services	Trade Show Coordinator		South						
Media and Content Creation Services	Sales Administrator Assistant		South						
Media and Content Creation Services	Sales Coordinator		South						
Media and Content Creation Services	Sales Operations Administrator		South						
Media and Content Creation Services	Sales Support		South						
Media and Content Creation Services	Project and Communications Specialist		South						
Media and Content Creation Services	Donation Marketing Specialist		South						

**Instruction:**  
List all components that contribute to your Pay Rate Mark-Up in the table below. Provide corresponding fee and percentage of mark-up for each component listed.

	Components of Mark-Up	Rate (\$)	Percentage of Mark-Up	Comments
	<i>Example: Military Check</i>	<i>\$5.00</i>	<i>0.010%</i>	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Total Mark-Up		\$0.0000	0.000%	