

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 25060300000000000145	
COMMODITY/SERVICE DESCRIPTION: Car Rental and Car Share	
START DATE: 6/13/2025	END DATE: 3/31/2030

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Hertz Corporation		
ADDRESS: PO Box 121124		
CITY: Dallas	STATE: TX	ZIP CODE: 75312-1124
PROVIDER'S VENDOR CUSTOMER #: VC1000036337		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:
Michelle Fournier
0088BC98EE5347F

7/1/2025

Michelle Fournier, Procurement Planning
Manager

Date

DocuSigned by:
Michael DeRosa
8B7F7A47C33241B

6/20/2025

Michael DeRosa, Sr. Director of Government
Sales

Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANAGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Justin Franzose	
EMAIL: justin.franzose@maine.gov	TELEPHONE: 207-624-7337

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Beth Mount	
EMAIL: cbdept@hertz.com	TELEPHONE: 888-333-6820

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: OMNIA Partners Request for Proposal #003420-Apr2024

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	RIDER E – OMNIA Partners Purchase Agreement # 2025004487
<input checked="" type="checkbox"/>	RIDER F – OMNIA Partners Price Sheet

RIDER A: SPECIFICATIONS AND USER INFORMATION**TABLE OF CONTENTS**

- I. CONTRACT PERIOD
- II. COMMODITY
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- IV. AUTHORIZED USERS
- V. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

Start 6/13/2025 through 3/31/2030

Following the initial term of the contract, the Department, at their discretion, may opt to extend/renew the contract for up to five (5) additional one (1) year extension periods through March 31, 2025.

- ☒ Initial Term
- ☐ First Renewal
- ☐ Second Renewal
- ☐ Third Renewal
- ☐ Fourth Renewal
- ☐ Fifth Renewal

II. COMMODITY: Car Rental and Carshare

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

III. CONTRACTED PRICING/RATES

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from

the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

IV. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- ☐ Are NOT permitted to utilize this MA.
- ☒ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

V. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Delivery Locations: The vendor must deliver to any State of Maine facility. The exact addresses will be provided to the vendor at the time the order is placed.

Delivery and Inspection: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

RIDER B: TERMS and CONDITIONS**1. DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:

- a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
- b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
- c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
- d. The term "OSPS" shall refer to the State of Maine Office of State Procurement Services.
- e. The term "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
- f. The term "Contract" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

2. WARRANTY. The Provider warrants the following:

- a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
- b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. TAXES. Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.**4. PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable

specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.

8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.
9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

21. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

N/A


RIDER D: RESPONSIBLE BIDDER CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: micheal DeRosa	Title: sr. Director Government Sales
Authorized Signature: 	Date: 6/20/2025

RIDER E: OMNIA PARTNERS PURCHASE AGREEMENT # 2025004487



Purchase Agreement # 2025004487

As a result of Request for Proposal #003420-Apr2024 (Car Rental and Carshare Services), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public cooperation ("UC") on behalf of the University of California and **The Hertz Corporation** ("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 provide the products and services listed in the Hertz Corporate Account Agreement Document and any other documents referenced in the "Incorporated Documents" section, at the prices set forth in the Hertz Corporate Account Agreement Document and any other documents referenced in the Incorporated Documents section herein. These documents are provided in lieu of any Statement of Work. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The term of the Agreement will be from **4/1/2025** and through **3/31/2030** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from **4/1/2025** and through **3/31/2030** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five** successive **1-year** periods (each, a Renewal Term), by providing Supplier written notice before the end of the Initial Term or any Renewal Term.

- b) UC or Supplier may terminate the Agreement for convenience by giving the other party at least **60** 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

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, Settlement Method, and Payment Terms

Refer to Statement of Work or Purchase Order for Pricing. UC Location as defined herein will specify the Invoicing Method, and Settlement Method and Terms in the Statement of Work or Purchase Order, as the case may be.

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

Invoicing Method

All invoices must clearly indicate the following information:

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

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement. Settlement Method and Terms will be stated on the Purchase Order.

Supplier shall submit invoices within a timely manner upon UC acceptance of goods and/or completion of services.

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:

Name	Matthew Hissom
Phone	(510) 987-9095
Email	Matthew.hissom@ucop.edu
Address	1111 Franklin St.
	Oakland, CA 94607

To Supplier:

Name	Mary Farrell
Phone	424-207-0718
Email	mfarrell@hertz.com
Address	8501 Williams Road
	Estero, Florida 33928

6. Intellectual Property, Copyright, Patents and Data Rights

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

7. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the UC Terms and Conditions of Purchase.

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 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 – **The Hertz Corporation**.

12. 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.

13. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 7/1/24 are hereby amended as follows:

Article 2.2 is hereby replaced with the following:

Invoicing. Unless otherwise stated in the Agreement, Supplier shall use the invoicing methods and payment settlement methods agreed to upon supplier enablement at the UC Location. UC will pay Supplier, following submission of acceptable invoices according to agreed-upon payment terms, for Goods and/or Services provided and accepted. Invoices must be itemized and must reference the Agreement or PO number. Supplier invoicing shall be subject to verification by UC and its authorized representatives; Supplier will provide supporting documentation and information upon request by UC. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state, and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

Article 2.3 is hereby deleted

Article 3 is hereby deleted

Article 4.1 is hereby deleted

Article 10.1.c is hereby deleted

Article 11.11 and 11.12 are hereby deleted

Article 12.1 and 12.2 are hereby deleted

Articles 13.1, 13.2, 13.3 and 13.6 are hereby deleted

Article 15.2 is hereby replaced with the following:

Electronic Format. Supplier, when interacting with UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials, unless otherwise required by the Agreement, requested by UC or offered to and accepted by the customer.

Article 15.3: The first sentence is hereby replaced with the following:

All packaging for shipments to UC campuses must comply with the Toxics in Packaging Prevention Act and meet all standards and requirements set forth in the Policy.

Article 16.7 is hereby deleted

Article 22 is hereby deleted

14. UC Piggyback, Multi-Location Agreement

Supplier will be required to extend terms of this agreement to [all UC locations, described here \(each a “UC Location”\)](#). Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. **Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.** A separate Statement of Work may be negotiated between Supplier and the UC Location prior to beginning services. Any amendments or material changes to the terms and conditions of this Multi-Location Agreement should be coordinated with the originating UC Location. All administrative issues (e.g. extensions, renewals, operational issues, fiduciary responsibility, payment issues, performance issues, liabilities and disputes) involving individual UC Locations will be addressed, administered, and resolved by each UC Location and the Supplier.

15. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with

Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

16. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Agreement will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

17. Incorporated Documents

This Agreement and the following "Incorporated Documents" contain the entire agreement between the Parties in the order of precedence below concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof. In the event there is a conflict in terms between any of Supplier's proposals and Incorporated Documents, the Incorporated Documents shall take precedence. In the event of any conflict in terms between and among any of the Incorporated Documents, the terms of each Incorporated Document shall take precedence over one another as set forth below, unless such Incorporated Document explicitly sets forth that it supersedes over any other document in the Agreement.

- a. Purchasing Agreement
- b. UC Terms and Conditions of Purchase dated 7/1/24
- c. Hertz Corporate Account Agreement Document
- d. UC RFP# 003420-Apr2024 (Car Rental and Carshare Services) and Supplier's responses

18. Entire Agreement

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

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA



(Signature)


Adrian Ferreira

Director

Mar 31, 2025

(Date)

THE HERTZ CORPORATION


Suzanne Elsner (Mar 31, 2025 17:24 PDT)

(Signature)

Leanne Totin

Vice President, Regional Sales - Western

Mar 31, 2025

(Date)



Terms and Conditions of Purchase

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

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

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

ARTICLE 1: TERM AND TERMINATION

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



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

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

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

ARTICLE 2: PRICING AND INVOICING, AND LIENS

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

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

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

ARTICLE 3: INSPECTION



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

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

4.1 Rights to Deliverables.

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

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



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

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

ARTICLE 5: LIABILITY FOR UC MATERIALS

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

ARTICLE 6: USE OF UC NAME AND TRADEMARKS

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

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



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

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



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

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

ARTICLE 8: FEDERAL FUNDS

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

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



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



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

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

ARTICLE 9: INDEMNITY AND LIABILITY

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

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

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

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



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ARTICLE 10: INSURANCE

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



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

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

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

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

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

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

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

ARTICLE 11: ADDITIONAL WARRANTIES

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



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



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

11.9 Equal Opportunity Affirmative Action. Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and Supplier will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

11.10 Covered Telecommunications Equipment. The Goods and/or Services will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25. Supplier will provide "Timely Notice" to UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within three (3) business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

11.11 Cooperation. Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will not hinder, delay, or interfere with the progress of their work.

11.12 Conflict of Interest. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision-making position with respect to Supplier. Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means: an investment worth \$2,000 or more in Supplier or its affiliate;

- (a) a position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- (b) receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate;
- or
- (c) a personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes.



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

ARTICLE 12: PREMISES WHERE SERVICES ARE PROVIDED

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

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



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

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

ARTICLE 13: ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

This Article applies to the extent Supplier furnishes Goods:

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



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ARTICLE 14: AUDIT REQUIREMENTS

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

ARTICLE 15: SUSTAINABLE PROCUREMENT

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

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

- 15.1 Standards.** Supplier must meet UC-recognized certifications and standards set forth in the Guidelines and/or meet the standards of Federal Trade Commission's Green Guides.
- 15.2 Electronic Format.** Supplier, when interacting with UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials, unless otherwise required by the Agreement or requested by UC. Supplier will be required to present all information in electronic format.
- 15.3 Packaging Requirements.** All packaging must comply with the Toxics in Packaging Prevention Act and meet all standards and requirements set forth in the Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 - (a) uses bulk packaging;
 - (b) uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - (c) uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - (d) maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; or
 - (e) uses locally recyclable or certified compostable material.
- 15.4 Foodservice Foam Ban.** UC disallows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any UC-owned or -operated food service facility.



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

ARTICLE 16: UC HEALTH TERMS

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

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



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

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



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

ARTICLE 17: NOTICES

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



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ARTICLE 18: MISCELLANEOUS

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



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

ARTICLE 19: FORCE MAJEURE

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

ARTICLE 20: OTHER APPLICABLE LAWS

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

ARTICLE 21: GOVERNING LAW AND VENUE

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

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

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

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



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

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

ARTICLE 23: PREVAILING WAGES

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

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



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

ARTICLE 24: FAIR WAGE/FAIR WORK

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

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

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

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

ARTICLE 25: CONTRACTING FOR COVERED SERVICES



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



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

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

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

ARTICLE 26: SURVIVAL

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



CORPORATE ACCOUNT AGREEMENT & EXHIBITS

AGREEMENT BETWEEN:

The Hertz Corporation of 8501 Williams Road, Estero, Florida 33928 ("**Hertz**")

And

UNIVERSITY OF CALIFORNIA of UC REGENTS 1441 RESEARCH PARK DRIVE, DAVIS, CA, 95616 ("**Company**")

This Agreement, including the Agreement Terms, the General Terms and Conditions, the Rate Schedule, and any Exhibits and attachments hereto, is made by and between THE HERTZ CORPORATION ("Hertz**") and UNIVERSITY OF CALIFORNIA ("**Company**"), as of the Effective Date.**

Agreement Terms:

- A. **Designation:** Hertz shall be the Co-Primary supplier of vehicle rental services to the Company and the Company’s Affiliates for the duration of this Agreement. For purposes of this Agreement, the term "Affiliates" shall mean (a) with respect to the Company: any person or entity controlling, controlled by or under common control with Company, and (b) with respect to Hertz, Hertz Global Holdings Inc., and its controlled subsidiaries.
- B. **Duration and Stabilization Period:** This Agreement shall be effective as of 04/01/2025 (the “Effective Date”) and shall remain in effect until 03/31/2030 absent a prior termination in accordance with this Agreement. Except as set forth in this Paragraph B, during the Initial Term Hertz agrees it will not increase the Corporate Rates for vehicle rentals set forth in this Agreement for the 60-month period commencing 04/01/2025 and ending 03/31/2030 (or such shorter period as may be specified for a specific country as may be set forth in a country-specific portion of the Rate Schedule). If (a) during any 3-month period Company fails to meet its Volume Commitment (calculated on a pro rata basis for such period), or (b) there are circumstances beyond Hertz’s control which increase Hertz’s costs, Hertz shall be entitled to modify the rates and discounts set out in the Agreement by giving 30 days’ prior written notice to the Company.
- C. **Rates, Discounts and other Benefits:** Any rates and discounts set forth in this Agreement shall only apply to rentals made by Renters for which the applicable Company CDP ID is on the Rental Agreement. Employees, officers and directors of the Company or its Affiliates are entitled to use a separate CDP ID Number for leisure rentals under this Agreement, which can be found under the Corporate Leisure Program. Any liability protection, damage waivers or other benefits set forth in this Agreement shall only apply to rentals made by Renters for which the applicable Company CDP ID is on the Rental Agreement, and which are properly classified as Company “business” rentals. Company shall display Hertz on internal booking tool. The use of any other CDP (e.g. Travel Agency Preferred CDP) would exclude the Company from receiving any of the rates and/or benefits within this Agreement. For purposes of this Agreement, a “Renter” shall mean any employee, officer or director of the Company or its Affiliates, or any prospective employee, advisor, vendor or business associate of the Company or its Affiliates authorized by the Company to use the Company’s CDP ID number.
- D. **Volume Commitment:** As described in Paragraph B above, the rates and discounts set forth in this Agreement are in consideration of, and contingent upon, the expenditure by the Company and its employees for both business and leisure rentals for a minimum total amount of **\$4,500,000** per annum during the term of this Agreement. Only net time and mileage charges (and no optional ancillary products, taxes or fees), for the rental of cars from Hertz and its licensees, shall be included in calculating whether the Company has met the foregoing Volume Commitment.

In Witness Whereof this Agreement has been executed by each parties’ duly authorized representative.

For and on behalf of The Hertz Corporation

By: _____ Date: _____

Name: Leanne Totin

Title: Vice President, Regional Sales - Western

Email: LTotin@hertz.com

UNIVERSITY OF CALIFORNIA
Contract: 92335

For and on behalf of UNIVERSITY OF CALIFORNIA

By: _____ Date: _____

Name: _____

Title: _____

Email: _____

General Terms & Conditions:

Introduction

This Agreement, including the Exhibits and Attachments hereto, is made by and between **THE HERTZ CORPORATION ("Hertz")** and **UNIVERSITY OF CALIFORNIA ("Company")**, as of the date of execution by Hertz.

1. Hertz's Rental Rates and Discounts

1.1. For each jurisdiction, specific terms and conditions may apply for the rates and rentals for those jurisdictions and these will be specified in the Rate Schedule. Where rates relate to non-participating Canadian or non-US licensee locations, Hertz cannot guarantee that such licensee locations would rent at those rates.

1.2. The rates require a confirmed advanced reservation and are subject to vehicle availability. In certain locations and at certain times, these rates may not always be available during periods of peak demand. During those periods, daily rates less applicable discount shall apply.

1.3. A surcharge applies at certain licensee locations.

1.4. Except as otherwise explicitly provided herein, the rates set forth in this Agreement include only time & mileage charges, and exclude any other charges Hertz may impose in connection with a rental, including, but not limited to, taxes; surcharges; charges for the purchase of loss/collision damage waiver, theft protection and insurance coverage of any type; vehicle upgrade charges; common facility and transportation charges; location service charges; delivery and collection, one-way and drop charges; airport and other concession fee recoveries; vehicle licensing fees and fee recoveries; other expense recoveries; additional driver and age differential charges; currency conversion charges; and charges for child seats, ski racks, fuel, refueling, EV battery recharge fee, navigational services and satellite radio services. Where imposed, no discount shall apply to such excluded charges.

1.5. Except as set forth in the Rate Schedule, no Hertz rates are subject to any discount.

2. Locations and Car Classes

2.1. The Agreement shall apply to participating US Hertz locations and international locations listed in the Rate Schedule.

2.2. Car classes quoted may not be available at all locations – Renter must check at time of reservation.

3. Payment

3.1. Unless the Company and Hertz have entered into a separate direct billing agreement, the Renter shall pay applicable charges with a major credit card at time of return in accordance with Hertz's payment policies.

4. Renters/Drivers and Company Obligations

4.1. All Renters are required to meet Hertz' standard qualifications in effect at the time and place of rental for any financial responsibility and for renting or operating Hertz vehicles, which may include providing proof of Renter's CDP-ID affiliation with Company. Company will promptly notify Hertz if it becomes aware of any fraudulent use of its CDP ID Number by any non-Renter and shall promptly cooperate with Hertz to investigate any potential fraudulent activity.

4.2. All Renters must ensure that they meet the age requirements which may be in effect at the time and place of rental. Certain exceptions may apply to the general policy subject to additional charges at Hertz' discretion.

4.3. For business rentals in the USA, the Renter may, in certain circumstances detailed herein, have the right to allow any duly licensed driver who meets Hertz' applicable rental qualifications in effect at the time and place of rental and who is a business associate, customer or supplier with whom the Renter may have business dealings on behalf of the Company during the term of the rental ("Authorized Operator"), to use the vehicle during the course of the business rental. Any person so granted permission shall be deemed to be an Authorized Operator and bound by the terms of the Rental Agreement, and the additional liability protection, damage waivers or other benefits set forth in this Agreement shall apply to an Authorized Operator's use of the vehicle.

4.4. The Company shall advise its employees of the rates, benefits and restrictions set forth in the Agreement, including the benefits and restrictions set forth in the Exhibits.

4.5. Hertz reserves the right to refuse to rent to anyone who does not meet its minimum requirements, as they may be amended from time to time., provided however, that unless applicable law provides otherwise and subject to any young driver fees or charges, (a) for rentals in the United States and Canada the minimum rental age shall be 20 and (b) for rentals in other jurisdictions, the minimum age for business rentals shall be 21 and for leisure rentals shall be 23.

4.6. The Company shall notify employees of the partnership with Hertz and bring to employee's attention Hertz status as a **Co-Primary Supplier**.

4.7. The Company shall allow Hertz, during the term of the Agreement, to contact Company employees with the purpose of informing, advising, or aiding them to participate in the Hertz loyalty programs.

4.8. The Company shall update all traveler profiles of the Company's employees with any travel intermediary utilized by the Company to reflect the terms of this Agreement.

5. Delivery and Collection

5.1. Where Hertz provides delivery and/or collection services, it is the Company's responsibility to ensure that if a vehicle is delivered for a particular Renter, that the Renter (or their duly authorized representative) acknowledges receipt of the vehicle in writing.

5.2. If delivery of the vehicle is required, the Renter shall be responsible for damage to or loss of the vehicle from the time of delivery.

5.3. The vehicle shall be deemed to have been delivered when either the keys have been handed to the Renter (or a representative of the Renter) or when the Renter has been notified by a Hertz representative that the vehicle has been delivered.

5.4. If collection of the vehicle is required, or the Renter has been given express permission to return the vehicle to a place other than a Hertz rental location, the Renter shall remain fully responsible for the vehicle, including any damage to or loss of the vehicle, until the vehicle is collected by Hertz.

5.5. If a delivery or collection is cancelled less than 3 hours before the commencement of the agreed rental period or at any time after the delivery or collection time indicated on the Rental Agreement, Hertz shall be entitled to charge a cancellation charge.

5.6. For the avoidance of doubt, ownership and title in all vehicles shall at all times remain with Hertz whether such vehicles have been delivered to or collected from any premises or if in possession of any Renter pursuant to this Agreement.

6. No Shows

6.1. Hertz reserves the right to charge a fee for any reservation which has not been taken up by the Renter or which has been cancelled less than 3 hours before the commencement of the rental period.

7. Termination

7.1. Either party may terminate the Agreement at any time upon 60 days prior written notice to the other party in accordance with clause 15.

7.2. Either party may terminate the Agreement immediately in writing to the other party if the other party commits any material breach of any of the terms of the Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied. Hertz may terminate the Agreement immediately in writing to the other party if the Company has not paid Hertz any amount owed to Hertz and Hertz has provided the Company within 7 days after receipt of notice from Hertz requesting such payment.

7.3. Termination shall not affect the rights and obligations of the parties which existed prior to termination.

8. Vehicle Return

8.1. The vehicle must be returned to the agreed Hertz location within the normal business hours of the location concerned. If a vehicle is returned outside of these hours, the Renter must comply with the out of hours return instructions for that location and indicate on the Rental Agreement the date and time when the vehicle was returned. The Renter shall remain responsible for the vehicle including any damage to or loss of the vehicle until the Hertz location reopens.

8.2. If the Renter fails to comply with such out of hours return instructions, their responsibility and liability for any damage and loss continues until Hertz takes custody of the vehicle.

9. Responsibility

9.1. The Company agrees to indemnify and reimburse the Hertz Affiliate or franchisee which suffered the loss for all costs, claims, demands, liabilities, expenses, damages or losses, in any way arising out of or related to or in connection with the rental and/or use of a Hertz vehicle by a Renter or Authorized Operator in breach of the terms of the Agreement and/or the terms of the applicable Rental Agreement including, for the avoidance of doubt, any Hertz Gold Plus Rewards Rental Agreement.

10. Confidentiality

10.1. The receiving Party agrees at all times during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, and not to disclose to any person or entity without written authorization from the disclosing Party, any Confidential Information. As used herein, "Confidential Information" means any proprietary or confidential information, the terms of this agreement, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods and systems, sales and profit figures, finances and other business information or any other information understood to be Confidential whether marked or unmarked disclosed to the receiving Party, either directly or indirectly in writing, orally or by drawings or inspection of documents or other tangible property. Confidential information also includes, but is not

limited to, information that qualifies as a trade secret under applicable law. However, Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of Company. Notwithstanding the above, the Company agrees that Hertz may identify it as a Hertz Company in marketing Hertz's services. For purposes of clarity, information relating to Renters obtained in connection with rental transactions will not be deemed to be confidential or proprietary information of Company and will be handled as applicable in accordance with Hertz's privacy policy.

11. Data Privacy and Protection

11.1. For the purposes of this Agreement, the Parties shall be deemed independent Controllers, Businesses or other similar designation as defined under Data Protection Regulations. The Parties shall comply with all requirements related to data protection and privacy including the following and as further detailed in Exhibit B, Data Protection Agreement.

11.2. In order for Hertz to provide Services under this Agreement, Company may collect or direct one of its Processors to provide Personal Information to Hertz. Company represents and warrants that it has properly disclosed the purposes for collection, use of such information, and obtained consent as required by law prior to providing such information to Hertz. Use by the Company of such data shall be subject to the Company's privacy policy and compliance with applicable law. Hertz makes no assertions to any person of any particular use of the data by the Company and Hertz shall not be liable to any person for any particular use of such data by the Company.

11.3. Individuals may also be referred to Hertz by Company and provide Personal Information to Hertz directly for the purpose of procuring Services. Any Personal Information in any form collected, provided to, generated, processed or used for in relation to Hertz's Services shall be subject to [Hertz's Privacy Policy](#) and compliance with applicable law.

11.4. Only as necessary, Hertz may provide limited reporting to the Company which may include Personal Information related to reservations made by or on behalf of data subjects using the CDP assigned to Customer. Use by the Company of such data shall be limited solely to the purposes necessary to validate Services under this Agreement including verification and billing of Services. At no time shall Company sell, share, transfer or otherwise disclose Personal Information or Confidential Information provided by Hertz to Company to any third party.

11.5. The Parties represent and warrant that they shall develop, implement, maintain, monitor and comply with a comprehensive, written information security program that contains administrative, technical and physical safeguards, consistent with Exhibit B, Annex II, Minimum Technical and Organizational Measures.

11.6. In the event that Personal Information may be transferred outside of the European Economic Area or the United Kingdom, each party shall have in place the adequate legal transfer mechanisms for the transfer of Personal Information, preferably applying the European Standard Contractual Clauses https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj and the UK Addendum. Parties shall cooperate to complete any Transfer Impact Assessment as may be required in Exhibit B, Annex III.

12. Compliance

12.1 In the frame of the performance of this Agreement, either Party, its executives, employees, agents or individual companies acting on its behalf, shall:

12.1.1. comply with all local and international laws and regulations on combating bribery and corruption that are applicable

to the performance of its obligations and activities (together the "Applicable Anti-Corruption Regulations").

12.1.2. give notice without unreasonable delay of any investigation or legal proceeding initiated against such Party by any public authority relating to a violation or an alleged violation of the Applicable Anti-Corruption Regulations.

12.2. The Company represents and warrants that the Company and any of its Affiliated Persons (defined for the purpose hereof, as its directors, shareholders, officers, executives, employees, or agents) are not (and have not been in the last three years) Public Officials or Sanctioned Persons with regard to any activities falling in the scope of this Agreement. If at any time during the term of this Agreement, the Company and/or any Affiliated Person is named, appointed, or otherwise becomes a Public Official or a Sanctioned Person, the Company will notify Hertz in writing within three (3) business days. If, in the opinion of Hertz such changes substantially increase the risks related to its relationship with the Company, such changes will constitute grounds for termination of this Agreement pursuant to the provisions of this Agreement. The Company represents and warrants that all funds used to make any payments under this Agreement come from legitimate sources and such funds do not constitute proceeds of criminal conduct or proceeds of terrorism financing. The Company commits to comply with all local and international laws, rules and regulations on anti-money laundering, terrorism financing combating and economic and trade sanctions.

12.3. A breach of this clause shall be deemed a material breach of this Agreement entitling the non-breaching Party to terminate it immediately by written notice to the breaching Party.

12.4. For the purpose of this clause:

12.4.1. "Public official" means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; any official, employee or agent of any public international organization; and any spouse or close family member related thereto.

12.4.2. "Sanctioned Person" means: (a) any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the List of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) List); or (b) any natural or legal person directly or indirectly owned or Controlled by any one or several person(s) designated under (a) above.

12.4.3. "Sanction Authority" means the Government of the United States of America (including, without limitation, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations Security Council, the European Union, the United Kingdom or the government of any country with jurisdiction over the Parties.

13. Severability

13.1. If and in so far as any provision of the Agreement is or becomes void or unenforceable it shall be deemed not to be part of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect. Without prejudice to the foregoing, the parties shall discuss the void and unenforceable provisions and shall negotiate in good faith to substitute by mutual agreement a lawful and enforceable provision.

14. Entire Agreement

14.1. The Agreement represents the entire understanding between the parties and supersedes any and all previous understandings both written and oral with respect to the subject matter in the Agreement. The Agreement may only be amended, varied, supplemented, or otherwise modified as agreed by both parties in writing signed by an authorized representative of each party. This clause does not exclude the rights of either of the parties in respect of fraudulent misrepresentation.

14.2. Notwithstanding any provision to the contrary in the Agreement, the Hertz Rental Agreement signed at the time of rental (including, where applicable, the Hertz Gold Plus Rewards Terms and Conditions) will apply to that rental except to the extent, and solely to the extent, of any express conflict with the explicit terms of this Agreement. A sample of any such Rental Agreement is obtainable upon request.

15. Assignment

15.1. The Company may not assign the Agreement or any of its rights and obligations under it, including any assignment by operation of law or otherwise. Any attempt to do so shall be null and void. However, Hertz may, without such consent, assign this Agreement, in whole or in part, in connection with the transfer or sale of all or substantially all of the assets or business of Hertz or to an Affiliate.

16. Notices

16.1. Any notice required or permitted to be given under the Agreement shall be in writing addressed to the party to be served at its address shown in the Agreement or the email address listed herein or such other address as it may designate by written notice to the other and may be given by hand or sent by first class mail, overnight courier, or email.

16.2. Any such notice or other document sent by first class mail shall be deemed to have been received by the addressee two working days following the date of dispatch or notice sent by overnight courier shall be deemed to be received on the next business day. Any such notice sent by email shall be deemed to be received on the day the email was sent provided a delivery receipt is obtained by the sender.

17. Waiver

17.1. The failure of a party to insist in any one or more instances upon the performance of any provisions of the Agreement shall not be construed as a waiver of that party's right to future performance of such provision and the other party's obligation in respect of such future performance shall continue in full force and effect.

18. Headings, Sections and Schedules

18.1. Headings in the Agreement are for convenience only and shall not form part of it.

18.2. The Schedule(s) form part of the Agreement.

19. No Third-Party Beneficiaries

19.1. There are no intended third-party beneficiaries to the Agreement.

20. Force Majeure

20.1. Neither Party will be liable for any failure to perform its obligations hereunder, other than payment obligations, due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, war, riot,

embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials. In an event of force majeure, either Party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby. The Party subject to the force majeure shall (A) give notice of suspension of its obligations as soon as reasonably practicable stating the date and extent of such suspension and the cause thereof, (B) use its best efforts to remedy or remove such force majeure with the least practicable delay, and (C) resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause. Notwithstanding anything to the contrary herein, if an event of force majeure can reasonably be expected to prevent the affected Party from performing its obligations for a period of at least six (6) months, then the other Party may terminate this Agreement upon not less than fifteen days written notice to the affected Party.

21. Dispute Resolution

21.1. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement, shall be subject to the following provisions: each Party shall discuss the matter and make reasonable efforts to attempt to resolve the dispute. If the Parties are unable to resolve the dispute, a senior executive of each Party will meet within thirty days (30) of a request to attempt to resolve such dispute being made by a Party. If the senior executives cannot resolve the dispute through good faith negotiations within sixty (60) days after a Party requests such meeting, then the Parties shall resort to binding arbitration as follows:

21.2. Arbitration Rules. The arbitration shall be conducted in accordance with JAMS rules.

21.3. Selection of Arbitrator. Within seven business days of the service of the notice of arbitration, the parties shall mutually agree upon a single arbitrator. If at the conclusion of those seven days, the parties have not agreed upon a single arbitrator, the parties shall petition the organization administering the arbitration to provide a list of five qualified arbitrators with experience presiding over claims substantially similar to those pled in the notice of arbitration. Within five business days of receiving the list of qualified arbitrators, each party shall submit to the administering organization a numerical ranking of their preference as between these five arbitrators. The highest mutually ranked arbitrator shall preside over the parties' dispute.

21.4. Venue. The arbitration shall take place in a neutral location in Miami, Florida.

21.5. Duration. A hearing shall be held within 180 days of the filing of the notice of arbitration. Such hearing shall last no more than five business days. Within 14 days of the conclusion of the hearing, the arbitrator shall issue a reasoned award.

21.6. Governing Law. Any arbitral dispute amongst the parties shall be governed by the substantive laws of the State of Delaware.

21.7. Pleading. To institute an arbitration under this paragraph, a notice of arbitration must be filed and personally served upon the opposing party. This notice shall contain a short and plain statement of the claim(s) for relief sought. In response, the responding party may assert a counterclaim but must file an answer to the notice of arbitration admitting or denying all facts and allegations contained therein and asserting any affirmative defenses.

21.8. Discovery. Within 45 days of service of the notice of arbitration, the parties shall mutually propound single set of not more than twenty requests for production. No interrogatories or requests to admission shall be permitted. Each party shall be entitled to take up to 15 hours of deposition discovery per side.

21.9. Sanctions. Upon motion or at the arbitrator's discretion, discovery sanctions may be awarded in an amount up to the amount in controversy for failing to comply with the mandatory disclosure obligations or engaging in other dilatory or unethical practices.

21.10. Costs. The prevailing party, as determined by the arbitrator, may be awarded all reasonable costs and fees of the arbitration including, without limitation, the arbitrator's fees and reasonable attorneys' fees, at the sole discretion of the arbitrator.

21.11. Confidentiality. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration.

22. Law

22.1. The Agreement shall be governed and construed in all respects according to Florida law and the parties submit to the non-exclusive jurisdiction of the State of Delaware.

PRICE SHEET

Hertz USA Pricing Sheet for OMNIA PARTNERS - LOCAL GOVERNMENT							
Car Class	ACRISS	Car Class Description	Daily Base Rate	Hertz Local Edition Rates Off-Airport	One Way Rates	Manhattan, LGA, JFK, White Plains, Stamford M-NYLL	Newark & Metro Tri-State Area M-NYLL
A	ECAR	ECONOMY CAR	\$37.00	\$37.00	Yes	N/A	N/A
B	CCAR	COMPACT 2 OR 4 DR	\$37.00	\$37.00	Yes	\$67.00	\$62.00
C	ICAR	INTERMEDIATE 2 OR 4 DR	\$38.50	\$38.50	Yes	\$68.00	\$63.00
D	SCAR	STANDARD 4 DOOR	\$38.50	\$38.50	Yes	\$70.00	\$65.00
F	FCAR	FULLSIZE 4 DR	\$41.50	\$41.50	Yes	\$72.00	\$67.00
G	PCAR	PREMIUM	\$80.00	\$80.00	No	N/A	N/A
I	LCAR	LUXURY	\$80.00	\$80.00	No	N/A	N/A
R	MVAR	MINIVAN 7 PASSENGER	\$72.00	\$72.00	No	N/A	N/A
L	SFAR	5 PASSENGER STANDARD SUV	\$69.00	\$69.00	No	N/A	N/A
Q4	IFAR	MIDSIZE 4WD/AWD SUV	\$67.00	\$67.00	No	N/A	N/A
T	FFAR	FULLSIZE SUV	\$95.00	\$95.00	No	N/A	N/A
E1	IFAC	ELECTRIC SMALL SUV (CHEVY BOLT EUV)	\$40.00	\$40.00	No	\$75.00	\$75.00
E2	IDEA	ELECTRIC INTERMEDIATE 4 OR 5 DOOR - SHORT RANGE (HYUNDAI IONIQ5 EV)	\$40.00	\$40.00	No	\$75.00	\$75.00
C4	JDAE	ELECTRIC INTERMEDIATE ELITE 4 OR 5 DOOR - SHORT RANGE (POLESTAR)	\$65.00	\$65.00	No	\$100.00	\$100.00
L8	SGAC	ELECTRIC CROSSOVER 2WD LONG RANGE	\$62.50	\$62.50	No	\$97.50	\$97.50
E7	JCAE	TESLA MODEL 3 STANDARD RANGE	\$65.00	\$65.00	No	\$100.00	\$100.00
C3	JFAC	PRESTIGE ELECTRIC SUV	\$75.00	\$75.00	No	\$110.00	\$110.00
E9	RFAC	TESLA MODEL Y	\$85.00	\$85.00	No	\$120.00	\$120.00
STABILIZATION PERIOD		Any provision of the Corporate Account Agreement ("Agreement") effective <u>4/1/2025</u> between The Hertz Corporation ("Hertz") and <u>OMNIA PARTNERS</u> , and all subsidiaries ("Company") notwithstanding, so long as the Company meets its car rental expenditure commitment for each three month period under Paragraph 5 of the Agreement and so long as the Agreement is not earlier terminated, Hertz agrees that it will not increase the Corporate Rates for vehicle rentals set forth in this Agreement for the <u>60</u> month period commencing <u>4/1/2025</u> and ending <u>3/30/2030</u> . This Rate Schedule shall in no way restrict Hertz' right to modify from time to time, the city groupings set forth in this Agreement. During the term of this Agreement, if Hertz' fleet costs in any model year increase by 7.5% or more over the prior model year, or if the CPI increases by more than 5% over the previous twelve (12) month-period (Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-84=100 reference base), Hertz may modify the Corporate Rates and discounts contained in this Agreement upon 30 days prior written notice to this Company.					
DESIGNATION		Hertz shall be the <u>PREFERRED</u> supplier of vehicle rental services to the Company and the Company's Affiliates for the duration of this Agreement.					
WEEKLY AND MONTHLY MULTIPLIER		Weekly Corporate Rates will be <u>6</u> times the Daily Corporate Rate. Monthly Corporate Rates will be <u>26</u> times the Daily Corporate Rate.					
MILEAGE		Corporate Rates for rentals returned to the renting city include <u>UNLIMITED</u> miles per rental day and are not discountable.					
ONE-WAY RENTALS		If the vehicle is not returned to the renting city, the appropriate Corporate Rate will apply plus a one-way charge of <u>\$0.25</u> per mile driven, for car classes A, B, C, D and F.					
ELECTRIC VEHICLES		Electric vehicles are to be returned to the renting location. One-way rentals are not permitted.					
CITY SURCHARGES		<p>Hertz Corporate Rates vary by city and are based on a number of factors affecting operating costs in the renting city. Rentals in the following locations will be at your Corporate Rates plus the Additional Charge indicated. The listing below pertains to Hertz U.S. Corporate locations only. New York Area rates are listed in the Rate Schedule. Rates and Additional Charges are subject to change without notice.</p> <p><u>MGC2</u></p> <p>\$3.00 daily in Charlotte area, NC; Cleveland area, OH; Indianapolis area, IN; Kansas City area, MO; Memphis area, TN; Milwaukee area, WI; Minneapolis/St. Paul area, MN; Moline area, IL; Nashville area, TN; New Orleans area, LA; New York (except as otherwise noted in the Rate Schedule); Phoenix area, AZ; Seattle area, WA; St. Louis area, MO</p> <p>\$5.00 daily in Cincinnati area, OH; Hartford area, CT; Pittsburgh area, PA; Richmond area, VA; State of Texas (excluding DFW AP)</p> <p>\$6.00 daily in Dallas/Ft. Worth (DFW) A/P, TX</p> <p>\$8.00 daily in Atlanta area, GA; Baltimore/Washington DC area; Boston area, MA; Denver/Colorado Springs area, CO; Detroit area, MI; Los Angeles area, CA; Philadelphia area, PA; San Francisco area, CA;</p> <p>\$18.00 daily in Chicago area, IL</p>					
LDW		LDW included on business rentals in Continental U.S., Alaska and Hawaii applies on all rates except Tour Rates, Insurance Replacement Rates and Dealer Service Loaner Rates. (61)					
LIABILITY		Primary Liability Protection in the Amount of \$1 Million Combined Single Limit is Included and Applies to all Rates on Business Rentals. (L7)					
MINIMUM AGE		Minimum rental age is 18 on Business Rentals and 20 on Personal Rentals without an age differential charge. Applies in all 50 states except Alabama and Nebraska where the minimum rental age is 19. (A8)					
HOLIDAY AND PEAK PERIOD RATES		Corporate contract rates will apply during peak period and/or holiday blackouts. (CP)					

NEW YORK METROPOLITAN TRI-STATE RATES	Rentals not returned to the renting city will be charged the applicable mileage charge on a per mile basis. Metropolitan Tri-State Contract Rates apply, see <u>M-NYLL</u> above. These Contract Rates do not apply during the following periods: Manhattan - 12:01 am Friday to 3:00 pm Sunday, All Other Metropolitan Tri-State Locations - 1:00 pm Friday to 3:00 pm Sunday.
STANDARD DAILY DISCOUNT	For rentals of car classes other than those indicated above, a <u>5%</u> discount on published Standard Daily Rates, or the equivalent rates, will apply.
AUTHORIZED OPERATORS	For business rentals only, fellow employees and business associates (individuals who have business dealings with the renter even though they are not employed by the company), are Authorized Operators. They are not required to complete an additional form, be present at time of rental or pay an additional fee. (4C)
PARTICIPATING LICENSEE LOCATIONS	Apply Contract Rates on all rentals at Partially and Fully Participating Licensee locations. A surcharge applies at certain licensee locations. Standard Rates apply only when requested vehicle class is unavailable on Contract Rate or Contract Rates are blacked out. (AC)
GRACE PERIOD	Renter is entitled to a 3 hour grace period, before an extra hour charge is applied, on Hertz Prestige collection. (CI)
AUTOMATED EXCLUSION OF OPTIONAL SERVICES OFFERS	Do Not Charge Cancellation Fee. (XE)
ADDITIONAL BENEFITS	Business rentals are tax exempt in the state of Florida. Applies to contract #34673 only. (PR) Company is exempt from being charged Vehicle Licensing Fee (VLF) on business rentals. (TY)

RIDER F: OMNIA PARTNERS PRICE SHEET

PRICE SHEET

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Certificate Of Completion

Envelope Id: 0FD1C036-40EB-428A-AA46-7CE918D462C4	Status: Completed
Subject: Complete with Docusign: Master Agreement Contract.pdf	
Source Envelope:	
Document Pages: 53	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Justin Franzose
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Justin.Franzose@maine.gov
	IP Address: 66.66.228.90

Record Tracking

Status: Original	Holder: Justin Franzose	Location: DocuSign
6/18/2025 10:34:34 AM	Justin.Franzose@maine.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Maine - Office of Information Technology	Location: Docusign

Signer Events

Michelle Fournier
Michelle.Fournier@maine.gov
Procurement Planning Manager
State of Maine - Division of Procurement Services
Security Level: Email, Account Authentication (None)

Signature

Completed

Using IP Address: 172.101.5.7

Timestamp

Sent: 6/18/2025 10:47:59 AM
Viewed: 6/20/2025 4:17:18 PM
Signed: 6/20/2025 4:20:05 PM

Electronic Record and Signature Disclosure:
Accepted: 8/2/2023 1:36:20 PM
ID: bf64ddcf-5d39-44b6-a498-166499639e6d

micheal DeRosa
mderosa@hertz.com
Sr. Director Government Sales
The Hertz Corporation
Security Level: Email, Account Authentication (None)

DocuSigned by:
micheal DeRosa
88773447C33A10

Signature Adoption: Pre-selected Style
Using IP Address: 72.66.54.27

Sent: 6/20/2025 4:20:13 PM
Viewed: 6/20/2025 8:07:27 PM
Signed: 6/20/2025 8:07:41 PM

Electronic Record and Signature Disclosure:
Accepted: 6/20/2025 8:07:27 PM
ID: e91a5c8a-0360-45c0-85f2-a61a52a33172

Michelle Fournier
Michelle.Fournier@maine.gov
Procurement Planning Manager
State of Maine - Division of Procurement Services
Security Level: Email, Account Authentication (None)

DocuSigned by:
Michelle Fournier
C000C70B5E79A7F7

Signature Adoption: Pre-selected Style
Using IP Address: 198.182.163.121

Sent: 6/20/2025 8:07:50 PM
Viewed: 7/1/2025 3:44:49 PM
Signed: 7/1/2025 3:47:34 PM

Electronic Record and Signature Disclosure:
Accepted: 8/2/2023 1:36:20 PM
ID: bf64ddcf-5d39-44b6-a498-166499639e6d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 10:47:59 AM
Certified Delivered	Security Checked	7/1/2025 3:44:49 PM
Signing Complete	Security Checked	7/1/2025 3:47:34 PM
Completed	Security Checked	7/1/2025 3:47:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Maine Office of Information Technology (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Maine Office of Information Technology:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kendra.l.coates@maine.gov

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