1 Introduction

1.1 Purpose
The purpose of the Supplier Welcome Packet is to outline the details necessary for a supplier to do business with UC Berkeley (“UCB”). This manual is intended to be the primary on-boarding document that suppliers can reference in order to become familiar with processes that will improve communication with UCB as well as inform suppliers about Procurement and Accounts Payable policies and procedures that should be followed so timely payment of invoices can be made.

1.2 Scope
The welcome packet is intended for all UC Berkeley suppliers. UCB suppliers should receive this packet once they have been set up by Vendoring in the UC Berkeley system with a Supplier ID#. A supplier is expected to follow the guidelines of the welcome packet and become familiar with the policies and procedures.

1.3 Basics for Suppliers
UC Berkeley Supply Chain Management Procurement Services is responsible for the acquisition of goods and services for the campus community. For more information regarding doing business with UC Berkeley and other policy and compliance requirements please visit the Supply Chain Management website: http://procurement.berkeley.edu/suppliers.

2 Vendoring

2.1 Supplier Maintenance
The process of setting up new suppliers or maintaining existing supplier files is managed by the Vendoring Unit in Supply Chain Management. A supplier number is required for all payments made by UC Berkeley. In order to obtain a supplier number, the UCB department staff will request the supplier to complete and submit a UC Berkeley Substitute W-9 & Supplier Information Form which will be processed by the Vendoring Unit. If a vendor needs to update their information they should submit an updated UC Berkeley Substitute W-9 & Supplier Information Form.

The form and instructions are included in the Reference Materials and Forms section of this packet. The form can also be found on the Vendoring page of the Procurement Services website: http://procurement.berkeley.edu/programs/vendoring.

2.2 Supplier Guidelines
Suppliers should provide complete and updated order and remit to address information in addition to a fax number or email address so that a Purchase Order can be dispatched.

3 Purchasing Policy

3.1 Purchase Order
Suppliers must obtain a UC Berkeley Purchase Order prior to providing any goods or rendering any services. Verbal authorization from UCB department staff and verbal Purchase Orders are not permitted.
Engaging in services or providing goods without a UCB Purchase Order in place is against policy and could result in termination of the supplier’s business relationship with UCB.

Once issued, a Purchase Order will be dispatched to the vendor’s fax or email as specified on the UC Berkeley Substitute W-9 & Supplier Information Form. The Terms and Conditions of the Purchase Order are detailed in Appendix A located in the Reference Materials section of this packet. Shipment of goods or start of performance of services under the Purchase Order is considered acceptance of the terms and conditions.

3.2 Questions

The UCB department staff who initiated the Purchase Order for the supplier should be the primary contact for any questions. The UCB department staff will be able to provide a copy of the Purchase Order or Purchase Order information if needed. Please ensure any changes in scope of services or goods are reflected in the Purchase Order if an increase in funds is required. The UCB department staff contact information can be found on the Purchase Order.

4 University Policy

4.1 Insurance Requirements

Suppliers shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of vendor, its officers, agents, or employees. Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- Each Occurrence $1,000,000
- Products/Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury $1,000,000
- General Aggregate (Not applicable to the Comprehensive Form) $1,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. Please see the link for more details regarding University policy, [http://policy.ucop.edu/doc/3520339/BFB-BUS-63](http://policy.ucop.edu/doc/3520339/BFB-BUS-63).

4.2 Conflict of Interest

To avoid the appearance of favoritism in contracts on behalf of the University, UC Berkeley will seek to buy comparable goods and services from non-conflict of Interest sources.

It is the policy of the University to keep separate an employee’s University and private interests, and to safeguard the University and its employees from charges of favoritism in the acquisition of goods and services. The [Conflict Of Interest Certification Form](http://policy.ucop.edu/doc/3520339/BFB-BUS-63) is submitted to Campus Procurement and used to evaluate the Employee-Vendor Relationships for goods, services, including Independent Consultant and Professional Services Contractors to determine if a conflict of Interest exists that would disallow a proposed vendor. If a conflict of interest does exist it is reviewed by Central Procurement and any decisions to disallow or continue service must be approved by the Associate Vice Chancellor of Administration, in accordance with University procurement policies.
5 Payment Procedures

5.1 Supplier Invoice

All suppliers providing goods or services to UC Berkeley in the normal course of the supplier’s business are required to provide an acceptable invoice. A statement is not appropriate documentation, an actual invoice must be provided. Payment processing may be delayed if invoices have missing or incorrect information.

All supplier invoices must include the following information:

- Supplier name and address
- Date of invoice
- Invoice number
- Itemized list of goods or services, including the date service was provided
- Tax must be broken out and itemized separately if applicable (UCB is not tax-exempt)
- Total amount due
- Purchase Order (PO) Number as issued from BearBuy
- The name of the UCB department staff initiating the purchase

5.2 Invoicing Requirements

Invoices should be submitted directly to the Accounts Payable Office. Sending invoices to campus departments will delay the payment as it adds additional steps to the payment process. UC Berkeley Controller’s Office Accounts Payable accepts invoices via e-mail, postal mail and courier delivery. For more information, please see http://controller.berkeley.edu/departments/accounts-payable/helpful-hints-our-vendors.

E-mail interfaces automatically to the imaging system. Please follow these instructions exactly:

Create an e-mail to ucinvoice@berkeley.edu

- Attach invoice using PDF or similar file type. If the invoice is multi-pages, please include all pages.
- Only one invoice can be accepted per e-mail. If more than one invoice is attached to an e-mail it will be returned.
- In the subject line of the e-mail:
  - Type the Purchase Order Number followed by the # sign and then type the Invoice Number followed by underscore. Do not enter spaces.
  - For example, PO# BB00027195 and Invoice # J156987 should be inserted into the subject line as: BB00027195#J156987_
- Do not use the body of the e-mail for questions/comments or other correspondence. Only the attachments are viewed. Please send email correspondence to disburse@berkeley.edu.

Via postal mail and courier delivery, our address is:

University of California, Berkeley
Disbursements Office
Warren Hall, Room 159
5.3 Payment

All payments will be made in US dollars. Electronic Funds Transfer (EFT) is the preferred method of payment. EFT removes the risks involved with paper checks, such as loss or theft. EFT payments are deposited into your bank account two business days after the payment is approved. The EFT Authorization form can be found in the reference materials. EFT will become effective 30 days after we receive the completed form. You will receive an email notification 2 business days before each deposit is sent to the bank. For each EFT payment issued Disbursements will email, or send via US Mail, an EFT remittance advice showing the payment details.

5.4 Questions

All payment inquiries should be directed to the Accounts Payable department via the contact information provided in the contact information table below. If you have any questions about our disbursements process or any other payables-related questions, please contact Accounts Payable.

6 Contact Information

6.1 Contact Information Table

<table>
<thead>
<tr>
<th>Contact</th>
<th>E-mail</th>
<th>Fax</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable Customer Service (9:00AM-4:00PM Mon-Fri)</td>
<td><a href="mailto:disburse@berkeley.edu">disburse@berkeley.edu</a></td>
<td></td>
<td>510-643-2199</td>
</tr>
<tr>
<td>Vendoring: Supplier Remit to or Address Changes</td>
<td><a href="mailto:ven_bsvm@berkeley.edu">ven_bsvm@berkeley.edu</a></td>
<td>510-664-7209</td>
<td></td>
</tr>
</tbody>
</table>
Reference Materials and Forms

Appendix A
Disbursements EFT Form
UC Berkeley Substitute W-9 & Vendor Information Form
ARTICLE 1 - THE MATERIALS, SUPPLIES OR SERVICES COVERED BY THIS ORDER SHALL BE FURNISHED BY SELLER SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS ORDER INCLUDING THE FOLLOWING, WHICH SELLER, IN ACCEPTING THIS ORDER, AGREES TO BE BOUND BY AND TO COMPLY WITH IN ALL MATERIALS AND NO OTHER TERMS OR CONDITIONS SHALL BE BINDING UPON THE PARTIES UNLESS HEREOF ACCEPTED BY THEM IN WRITING. WRITTEN ACCEPTANCE OR SHIPMENT OF ALL OR ANY PORTION OF THE MATERIALS OR SUPPLIES, OR THE PERFORMANCE OF ALL OR ANY PORTION OF THE SERVICES, COVERED BY THIS ORDER SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF ALL TERMS AND CONDITIONS. THE TERMS OF ANY PROPOSAL REFERRED TO IN THIS ORDER ARE INCLUDED AND MADE A PART OF THE ORDER ONLY TO THE EXTENT IT SPECIFIES THE MATERIALS, SUPPLIES, OR SERVICES ORDERED, THE PRICE THEREFOR, AND THE DELIVERY DATE OR PERIOD AND TO THE EXTENT THAT SUCH TERMS ARE CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS ORDER.

ARTICLE 2 - INSPECTION. THE SERVICO MATERIALS OR SUPPLIES FURNISHED SHALL BE EXACTLY AS SPECIFIED IN THIS ORDER FREE FROM ALL DEFECTS IN SELLER'S PERFORMANCE, DESIGN, WORKMANSHIP, MATERIALS AND, EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, SHALL BE SUBJECT TO INSPECTION AND TEST BY UNIVERSITY AT ALL TIMES AND PLACES. IF, PRIOR TO FINAL ACCEPTANCE, ANY SERVICES AND ANY MATERIALS AND SUPPLIES FURNISHED THEREWITH ARE FOUND TO BE INCOMPLETE, OR NOT AS SPECIFIED, UNIVERSITY MAY REJECT THEM, REQUIRE SELLER TO CORRECT THEM WITHOUT CHARGE, OR REQUIRE DELIVERY OF SUCH MATERIALS, SUPPLIES, OR SERVICES AT A REDUCTION IN PRICE WHICH IS EQUITABLE UNDER THE CIRCUMSTANCES. SELLER IS UNABLE OR REFUSES TO CORRECT SUCH ITEMS WITHIN A TIME DEEMED REASONABLE BY UNIVERSITY, UNIVERSITY MAY TERMINATE THE ORDER IN WHOLE OR IN PART. SELLER SHALL BEAR ALL RISKS AS TO REJECTED SERVICES AND, IN ADDITION TO ANY COSTS FOR WHICH SELLER MAY BECOME LIABLE TO UNIVERSITY UNDER OTHER PROVISIONS OF THIS ORDER, SHALL REIMBURSE UNIVERSITY FOR ALL TRANSPORTATION COSTS, OTHER RELATED COSTS INCURRED, OR PAYMENTS TO SELLER IN ACCORDANCE WITH THE TERMS OF THIS ORDER FOR UNACCEPTED SERVICES AND MATERIALS AND SUPPLIES INCIDENTAL THERETO. NOTWITHSTANDING FINAL ACCEPTANCE AND PAYMENT, SELLER SHALL BE LIABLE FOR LATENT DEFECTS, FRAUD, OR SUCH GROSS MISSTAKES AS WOULD DEEM SUCH ITEMS UNACCEPTABLE.

ARTICLE 3 - CHANGES. UNIVERSITY MAY MAKE CHANGES WITHIN THE GENERAL SCOPE OF THIS ORDER IN DRAWINGS AND SPECIFICATIONS FOR SPECIALLY MANUFACTURED SUPPLIES, PLACE OF DELIVERY, METHOD OF SHIPMENT OR PACKING OF THE ORDER BY GIVING NOTICE TO SELLER AND SUBSEQUENTLY CONFIRMING SUCH CHANGES IN WRITING. IF SUCH CHANGES AFFECT THE COST OR THE TIME REQUIRED FOR PERFORMANCE OF THIS ORDER, AN EQUITABLE ADJUSTMENT IN THE PRICE OR DELIVERY OR BOTH MAY BE MADE. NO CHANGE BY SELLER SHALL BE ALLOWED WITHOUT WRITTEN NOTICE FROM UNIVERSITY. ANY CLAIM OF SELLER FOR AN ADJUSTMENT UNDER THIS ARTICLE MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTIFICATION OF SUCH CHANGES UNLESS UNIVERSITY WAIVES THIS CONDITION IN WRITING. NOTHING IN THIS ARTICLE SHALL EXCUSE SELLER FROM PROCEEDING WITH PERFORMANCE OF THE ORDER AS CHANGED HERECUED.

ARTICLE 4 - TERMINATION. A. UNIVERSITY MAY, BY WRITTEN NOTICE STATING THE EXTENT AND EFFECTIVE DATE, CANCEL OR TERMINATE THIS ORDER FOR CONVENIENCE IN WHOLE OR IN PART, AT ANY TIME. UNIVERSITY SHALL PAY SELLER FULL COMPENSATION FOR PERFORMANCE UNTIL SUCH TERMINATION.

1. The unit or pro rata order price for the performed and accepted portion; and

2. A reasonable amount, not otherwise recoverable from other sources by seller as approved by university, with respect to the unperformed or unaccepted portion of this order provided compensation hereunder shall in no event exceed the total order price.

B. UNIVERSITY MAY BY WRITTEN NOTICE TERMINATE THIS ORDER FOR SELLER'S DEFAULT, IN WHOLE OR IN PART, AT ANY TIME, IF SELLER FAILS TO COMPLY WITH THE PROVISIONS OF THIS ORDER, OR IF SELLER FAILS TO MAKE PROGRESS AS TO ENDANGER PERFORMANCE OR DOES NOT CURE SUCH FAILURE WITHIN A REASONABLE PERIOD OF TIME OR FAILS TO PERFORM THE SERVICES WITHIN THE TIME SPECIFIED OR ANY WRITTEN EXTENSION THEREOF. IN SUCH EVENT, UNIVERSITY MAY PURCHASE OR OTHERWISE SECURE SERVICES AND, EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, SHALL BE LIABLE TO UNIVERSITY FOR ANY COSTS INCURRED UNIVERSITY THEREBY. IF, AFTER NOTICE OF TERMINATION FOR DEFAULT, UNIVERSITY DETERMINES THAT THE SELLER WAS NOT IN DEFAULT OR THAT THE FAILURE TO PERFORM THIS ORDER WAS DUE TO CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF SELLER INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF UNIVERSITY, ACTS OF GOVERNMENT, FLOODS, EMBARGOS, UNUSUALLY SEVERE WEATHER, DELAYS OF A SUBCONTRACTOR OR SUPPLIER DUE TO SUCH CAUSES AND WITHOUT THE FAULT OR NEGLIGENCE OF THE SUBCONTRACTOR OR SUPPLIER, TERMINATION SHALL BE DEEMED FOR THE CONVENIENCE OF UNIVERSITY, UNLESS UNIVERSITY DETERMINES THAT THE SERVICES COVERED BY THIS ORDER WERE OBTAINABLE BY SELLER FROM OTHER SOURCES IN SUFFICIENT TIME TO MEET THE REQUIRED PERFORMANCE SCHEDULE.

C. IF UNIVERSITY DETERMINES THAT SELLER HAS BEEN DELAYED IN THE WORK DUE TO CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF SELLER, UNIVERSITY MAY EXTEND THE TIME FOR COMPLETION OF THE WORK Called FOR BY THIS ORDER, WHEN PROMPTLY APPLIED FOR IN WRITING BY SELLER, ANY EXTENSION GRANTED SHALL BE EFFECTIVE ONLY IF GIVEN IN WRITING. IF SUCH DELAY IS DUE TO DELAY OF UNIVERSITY, NOT CAUSED OR CONTRIBUTED TO BY SELLER, TO PERFORM SERVICES OR DELIVER PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS ORDER, THE TIME AND PRICE OF THE ORDER SHALL BE SUBJECT TO CHANGE UNDER THE CHANGES ARTICLE. SOLE REMEDY OF SELLER IN EVENT OF DELAY BY FAILURE OF UNIVERSITY TO PERFORM SHALL, HOWEVER, BE LIMITED TO ANY MONEY ACTUALLY AND NECESSARILY EXPENDED IN THE WORK DURING THE PERIOD OF DELAY, SOLELY BY REASON OF THE DELAY. NO ALLOWANCE WILL BE MADE FOR ANTICIPATED PROFITS.

D. THE RIGHTS AND REMEDIES OF UNIVERSITY PROVIDED IN THIS ARTICLE SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED BY LAW OR UNDER THIS ORDER.

E. AS USED IN THIS ARTICLE, THE WORD "SELLER" INCLUDES SELLER AND ITS SUBSUPPLIERS AT ANY TIER.

ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. SELLER ASSUMES COMPLETE LIABILITY FOR ANY TOOLING, ARTICLES OR MATERIALS FURNISHED BY UNIVERSITY TO SELLER IN CONNECTION WITH THIS ORDER AND SELLER AGREES TO PAY FOR ALL SUCH TOOLING, ARTICLES OR MATERIALS DAMAGED OR STOLEN OR OTHERWISE ACCOUNTED FOR TO UNIVERSITY'S SATISFACTION. THE FURNISHING TO SELLER OF ANY TOOLING, ARTICLES, OR MATERIAL IN CONNECTION WITH THIS ORDER SHALL NOT, UNLESS OTHERWISE EXPRESSLY PROVIDED, BE CONSTRUED TO VEST TITLE THEREIN IN SELLER.

ARTICLE 6 - TITLE. TITLE TO THE MATERIAL AND SUPPLIES PURCHASED HEREUNDER SHALL PASS DIRECTLY FROM SELLER TO UNIVERSITY AT THE F.O.B. POINT SHOWN, OR AS OTHERWISE SPECIFIED IN THIS ORDER, SUBJECT TO THE RIGHT OF UNIVERSITY TO REJECT UPON INSPECTION.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. SELLER SHALL BE PAID, UPON SUBMISSION OF ACCEPTABLE INVOICES, FOR MATERIALS AND SUPPLIES DELIVERED AND ACCEPTED OR SERVICES RENDERED AND ACCEPTED. UNIVERSITY WILL NOT PAY CARRIAGE, SHIPPING, PACKAGING OR BOXING EXPENSES, UNLESS SPECIFIED IN THIS ORDER. DRAFTS WILL NOT BE HONORED. INVOICES MUST BE ACCOMPANIED BY SHIPPING DOCUMENTS OR PHOTOCOPIES OF SAME, SO TRANSPORTATION IS PAYABLE AND CHARGED AS A SEPARATE ITEM.

ARTICLE 8 - CHARACTER OF SERVICES. SELLER, AS AN INDEPENDENT CONTRACTOR, SHALL FURNISH ALL EQUIPMENT, PERSONNEL AND MATERIALS SUITABLE TO PROVIDE THE SERVICES EXPEDITIOUSLY AND EFFICIENTLY DURING AS MANY HOURS PER SHIFT AND SHIFTS PER WEEK AND AT SUCH LOCATIONS AS THE UNIVERSITY MAY REQUIRE AND DESIGNATE.

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR. A. BY ACCEPTING THIS ORDER, SELLER HEREBY CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE UNIVERSITY PURSUANT TO THIS ORDER WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR, CONVICT LABOR, OR INDENTURED LABOR UNDER PENAL SANCTION, WHEN ENTERING INTO A CONTRACT PERTAINING TO THE ABOVE, MAY HAVE ANY OR ALL OF THE FOLLOWING SANCTIONS IMPROVED:

1. THE CONTRACT UNDER WHICH THE PROHIBITED EQUIPMENT, MATERIALS, OR SUPPLIES WERE PROVIDED MAY BE VOIDED AT THE OPTION OF THE UNIVERSITY.

2. SELLER MAY BE REMOVED FROM CONSIDERATION FOR UNIVERSITY CONTRACTS FOR A PERIOD NOT TO EXCEED 360 DAYS.

ARTICLE 10 - INDEMNITY.
Appendix A

A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or entity under Seller's direction and control.

B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Seller's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Seller under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Seller as soon as practicable of the suit or action alleging such infringement. Seller shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or its agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller.

The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the carrier's proprietary or contractual right of any third party.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In the event such approval is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller agrees to adhere to the requirements set forth in Executive Order 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12990 et seq.).

Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran of the Vietnam era. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:

FAR 52.222-04 Contract Work Hours and Safety Standards Act
FAR 52.222-26 Equal Opportunity
FAR 52.223-02 Clean Air and Water (if order exceeds $100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materials and the amount due and to become due to each, that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.

Seller shall:
1. Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services, labor and materials furnished by Seller or its subcontractors under this order, and from all laborers', materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of University;
2. Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claim, demand, causes of action or suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed, but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work, shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more expressly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to responsibility for the removal of the rubbish, the parties so employed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not qualified to do the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered
the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work site, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kinds whenever work is being performed 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, the Seller, its subcontractors, the University or other persons.

To the extent compliance is required, Seller shall comply with all University safety rules and regulations on University premises.

ARTICLE 17 - INSURANCE

Seller shall defend, indemnify, and hold the University, its officers, employees and agents, harmless from any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

| Each Occurrence | $___________________________ |
| Products/Completed Operations Aggregate | $___________________________ |
| Personal and Advertising Injury | $___________________________ |
| General Aggregate (Not applicable to the Comprehensive Form) | $___________________________ |

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than ______ dollars ($________) per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of ________ dollars ($________), per occurrence and an aggregate of not less than ________ dollars ($________). If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Workers' Compensation as required by California State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

1. Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.

2. Indicate that the Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.

3. Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 18 - PERMITS. Seller agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, regulations and ordinances.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California shall control this Appendix and any document to which it is appended.
DISBURSEMENTS OFFICE
ELECTRONIC FUNDS TRANSFER
(EFT) AUTHORIZATION

(UC Berkeley students: Please apply for EFT at http://eftstudent.berkeley.edu)

DATE __________________   ~ New ~ Change ~ Cancel

Section 1: Payee Information

Individual: ____________________________________________________________

NAME (Last, First, Middle) _______________________________ If vendor, "Social Security #" or "EIN"

OR: _________________________________________________________________

Company: __________________________________________________________

NAME ___________________________________________________________

NAME of President or Controller

Mailing Address: ______________________________________________________

No. Street City State Zip

E-mail Address: ______________________________________________________

Phone: (123)456-7890 Fax: (123)456-7890

Section 2: Bank Information

Financial Institution: _________________________________________________

(Cannot be an investment firm)

Address: ___________________________________________________________

Street City State Zip

Account Type: "Checking" "Savings" Account Number: ____________________________

*You must ATTACH A VOIDED CHECK pre-printed with your name, address, and account number. Do not sign the check.

• This authorization will remain in effect until canceled in writing. A new authorization form must be completed if you close this bank account or if you wish to designate a different bank account to receive the funds. Failure to notify the Disbursements Office of a closed account will cause a delay in receiving your payments.

• An EFT statement (equivalent to a check stub) will be mailed or sent via e-mail. Please notify Disbursements of any change in your e-mail address. If you are a student, please keep your address current via the Bear Facts website (http://bearfacts.berkeley.edu).

• EFT takes approximately thirty days to become effective. In the meantime, any payments will be issued through routine paper check disbursement methods.

Section 3: EFT Authorization

I hereby authorize: (Check the appropriate selections)

( ) the University of California, Berkeley to deposit payments via Electronic Funds Transfer, and

the above named financial institution to credit payments to this account.

( ) the University of California, Berkeley to cancel my EFT payment election.

Signature: __________________________________________________________

If company, please print your name: _____________________________________

Title: ____________________________________________________________

RETURN FORM TO: U.C. Berkeley, Disbursements Office, 2196 Hearst Ave., Room 169, Berkeley, CA 94720-1101

Revised 10/13/2012

For office use only:
Vendor #__________
Date Entered__________
Privacy Notifications:

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is mandatory. Disclosure of the Social Security Number is required pursuant to sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and with Regulation 4, Section 404.1250, Code of Federal Regulations under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is used to verify your identity. The principal uses of the number may include the reporting of (1) state and federal income taxes withheld, (2) Social Security contributions, (3) state unemployment and Worker’s Compensation earnings, (4) earnings and contributions to participating retirement systems, and (5) as an identifier for your insurance carrier to verify your eligibility and to maintain claim records for you and your eligible dependents.

The State of California Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked to supply information about themselves: The primary purpose for requesting information on this form is to acquire authorization to disburse payments directly to a financial institution of your choice. Furnishing all information on this form is mandatory, and failure to provide such information will delay or even prevent completion of the action for which the form is intended. The office responsible for maintenance of the information on this form is the Disbursements Office.

Please fold, affix appropriate postage, and return to address below

Electronic Funds Transfer (EFT) Unit
University of California, Berkeley
Disbursements Office
2195 Hearst Ave., Room 159
Berkeley CA 94720-1101
# UC Berkeley Substitute W-9 & Supplier Information Form

Suppliers who do not wish to complete this form in its entirety may elect not to do business with UC Berkeley.

## SUPPLIER INFORMATION

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<tbody>
<tr>
<td>1</td>
<td>NAME (as registered with the IRS)</td>
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<tr>
<td></td>
<td>BUSINESS NAME/DBA (if different than above)</td>
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<tr>
<td></td>
<td>ORDER ADDRESS (number, street, and apt or suite no.)</td>
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<tr>
<td></td>
<td>CITY, STATE and POSTAL CODE</td>
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<td></td>
<td>ORDER PHONE NUMBER</td>
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<td>PURCHASE ORDER FAX NUMBER</td>
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**FEDERAL TAX CLASSIFICATION** (check only one)

- [ ] INDIVIDUAL/SOLE PROPRIETOR
- [ ] C CORPORATION
- [ ] S CORPORATION
- [ ] PARTNERSHIP
- [ ] TRUST/ESTATE
- [ ] LLC – Tax classification (C=Corporation, S=Corporation, P=Partnership)
- [ ] OTHER

**TAXPAYER IDENTIFICATION NUMBER (TIN, required)**

- [ ] SOCIAL SECURITY NUMBER
- [ ] EMPLOYER IDENTIFICATION NUMBER

**DUNS & BRADSTREET NUMBER (DUNS, if applicable)**

**UNSPSC CODE (if applicable)**

**DESCRIPTION OF BUSINESS OR SERVICE PROVIDING TO UC BERKELEY** (required)

- [ ] REIMBURSEMENT
- [ ] HONORARIUM
- [ ] PRIZE or AWARD
- [ ] STIPEND
- [ ] HUMAN SUBJECT
- [ ] OTHER

## UC BERKELEY STAFF CONTACT NAME

<p>| | |</p>
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<td>UC B Contact phone</td>
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## BUSINESS TYPE / CLASSIFICATION

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<tr>
<td>3</td>
<td>BUSINESS SIZE</td>
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<td></td>
<td>OWNER GENDER</td>
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<td>SUPPLIER CLASSIFICATION</td>
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<td>FEMALE</td>
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<td>SUPPLIER</td>
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<td>CONSULTANT</td>
</tr>
</tbody>
</table>

**FEDERAL CERTIFICATIONS**

- [ ] SDB (Small Disadvantaged Business)
- [ ] YOSB (Veteran Owned Small Business)
- [ ] WOSB (Women-Owned Small Business)
- [ ] HBCU (Historically Black College or University)
- [ ] SDVOB (Service-Disabled Veteran-Owned Small Business)
- [ ] WBE (Women Business Enterprise)
- [ ] ANC1 (Alaska Native Corporation not certified with SBA)
- [ ] ANC2 (Alaska Native Corp not a small business)

**STATE OF CALIFORNIA CERTIFICATIONS**

- [ ] DBE (Disadvantaged Business Enterprise)
- [ ] WBE (Women Business Enterprise)
- [ ] SBE (Small Business Enterprise)
- [ ] DVBE (Disabled Veteran Business Enterprise)

**ABILITY ONE PROGRAM** (for disabled businesses)

- [ ] Ability One

## CERTIFICATION – REQUIRED FOR U.S. ENTITIES AND CITIZENS

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other person (defined in the instructions). You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

**SIGNATURE** (required for U.S. entities and citizens)

**PRINTED NAME**

**DATE**

**TITLE**

V3.0 January 2015

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Guide to Completing the Substitute W-9 and Supplier Information Form

WHO COMPLETES THE SUBSTITUTE W-9 AND SUPPLIER INFORMATION FORM?

- The supplier or authorized supplier representative completes and signs the Substitute W-9 and Supplier Information Form.

WHO SUBMITS THE FORM TO VENDORING?

- Supplier or Department can submit a completed form. If the supplier submits the form, Section 2 for UC Berkeley staff contact information must be completed.

WHERE SHOULD THE FORM BE SENT?

- The completed form should be faxed to UC Berkeley Vendoring.
  Fax: 510-664-7209

Helpful Instructions for Completing the Substitute W-9 and Supplier Information Form

TYPE OF REQUEST?

- NEW SUPPLIER - New supplier providing a product or service when doing business with UC Berkeley
- UPDATE EXISTING SUPPLIER - Changes/updates to existing supplier information
- NEW INDIVIDUAL - To whom payment is due. Also used for reimbursement, honorarium or subject or research participant payment
- REFUND SUPPLIER - Refund due for only cash or check payment

SUPPLIER INFORMATION

- NAME - Name used when filing IRS taxes. Must correspond to the Social Security Number or Employer Identification Number
- BUSINESS NAME/DBA - Name of the company, if different from legal name
- PARENT COMPANY NAME - Name of the parent company, if subsidiary completing the form
- ORDER ADDRESS - Primary business location
- REMITTANCE ADDRESS - Address where payments are sent, if different from primary address
- ORDER PHONE NUMBER - Primary business telephone number
- PURCHASE ORDER EMAIL - Email address to send Purchase Orders to
- PURCHASE ORDER FAX NUMBER - Fax number for UC8 to send Purchase Orders to
- CONTACT - Supplier contact name
- FEDERAL TAX CLASSIFICATION - Select the applicable tax classification; check only one (1) type
- TAXPAYER IDENTIFICATION NUMBER - The social security number or employer identification number, required
- DUN & BRADSTREET NUMBER - The unique 9 digit identification number assigned to your business, if applicable
- UNSPSC CODE - United Nations Standard Products and Services Code (www.unspsc.org) or the description of business or services providing to UC Berkeley

UC BERKELEY STAFF CONTACT INFORMATION

- UC BERKELEY STAFF CONTACT - Name, phone number and email address for the UC Berkeley staff contact who requested you to complete the form
BUSINESS TYPE/CLASSIFICATION

- BUSINESS SIZE, OWNER GENDER, SUPPLIER CLASSIFICATION — select the appropriate options
- GOVERNMENT CLASSIFICATIONS — select all for which the business has self-certified as defined in the System for Award Management or on the State of California Contract Registration e-Procurement website

CERTIFICATION

- Supplier or authorized payee representative must sign the Certification. Required for U.S. entities and citizens

Substitute W-9 Form Disclosures

AFFIDAVIT
The signer of this document affirms they are authorized to represent the company. The signer confirms that the number shown on this form is the company’s correct taxpayer identification number. He or she hereby certify under penalty of perjury under the laws of the State of California that the information provided on this document is true and correct as it pertains to the company’s business size and classifications as defined by the state’s Small Business Administration’s (SBA) business size standards and other business classifications. Any misrepresentation may prevent the company from doing business with UC Berkeley, and be subject to any other penalties allowed by law. If any of the business information on this form changes, the supplier is responsible for advising and resubmitting a form with the new information back to UC Berkeley’s Procurement Services Vendor Group.

PRIVACY NOTIFICATIONS
FEDERAL
Pursuant to the Federal Privacy Act of 1974 (as of 2001) protects individuals by regulating when and how local, state and federal government and their agencies can request individuals to disclose their Social Security Number (SSN) and by requiring that Social Security Numbers must be maintained as confidential by those local, state and federal government and agencies.

STATE
If any type of personal information is requested or volunteered by the user, State law, including the Information Practices Act of 1977, Government Code Section 11015.5 and the federal Privacy Act of 1974 may protect it. Information provided in this form, with the exception of a Social Security Number or federal tax identification, may be a public record and could be subject to public inspection and copying if not otherwise protected by federal or State law.

INSURANCE REQUIREMENTS
Insurance requirements are based on degree of risk rather than the dollar value of the contract, and will be reviewed with vendor prior to commencing business. Coverage must be current and in place at the time when a supplier is actively doing business with Berkeley. All insurance policies shall be subject to review and approval by the University, including submitting the firm’s current certificate of insurance.

PRIVACY ACT NOTICE:
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who are required to file information returns with the IRS to report interest, dividends, and certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine use of this information includes giving it to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply for providing false or fraudulent information.

PENALTIES:
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
Misuse of TIN. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

ADDITIONAL INSTRUCTIONS: See IRS Form W-9, Request for Taxpayer Identification and Certification.