



UNIVERSITY OF CALIFORNIA

The Agreement to furnish certain goods and services described herein, and in the documents referenced herein ("Goods and/or Services"), is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, **Davis, on behalf of its Student Housing and Dining Services department**, and SE Scher Corp dba Acrobat Outsourcing ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

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

2. Term of Agreement/Termination

- a) The term of the Agreement will be from the **date of the last signature** through **8/31/2021** and is subject to earlier termination as provided below.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

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

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

Refer to Statement of Work or Purchase Order for Pricing.

Invoicing Method

Reference Statement of Work, Attachment A, for our Invoicing Process. Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following 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;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

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

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **Reference Statement of Work, Attachment A, for Settlement Method and Terms.**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice 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].

To UC, regarding contract issues not addressed above:

Name	Rosabelle Fox
Phone	530-752-2252
Email	rlfox@ucdavis.edu
Address	1049 La Rue Road, #3100
	Davis, CA 95616-5270

To Supplier:

Name	Heather Dailey
Phone	415-505-8429
Email	heather@acrobatoutsourcing.com
Address	665 Third Street, Suite 415
	San Francisco, CA 94107

6. Intellectual Property, Copyright and Patents

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

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

7. Patient Protection and Affordable Care Act (PPACA)

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

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

8. Prevailing Wages

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

9. Fair Wage/Fair Work

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

10. Federally Funded Contracts; Grants and Cooperative Agreements

This section intentionally left blank.

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

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

12. Insurance

Deliver the Certificate of Insurance to UC's Buyer, by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – SE Scher dba Acrobat Outsourcing.

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

Reference Attachment A, Statement of Work, for all provisions that apply to this agreement.

14. 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.

15. Amendments to UC Terms and Conditions of Purchase

This section intentionally left blank.

16. Amendments to Appendix – Data Security

This section intentionally left blank.

17. Amendments to Appendix – Business Associate

This section intentionally left blank.

18. Incorporated Documents

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

- a) Statement of Work – Attachment A
- b) UC Terms and Conditions of Purchase, dated 9/4/2018, <https://www.ucop.edu/procurement-services/files/uc-terms-and-conditions-of-purchase.pdf>
- c) UC Davis Student Housing and Dining Services, Temporary Staffing RFP and Supplier Response

19. Entire Agreement

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

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

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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

DocuSigned by:
Michael A Morgan
(Signature) 05BA10D280224C4...
Michael A Morgan Associate Director

(Printed Name, Title)
9/20/2018
(Date)

SE SCHER dba ACROBAT OUTSOURCING

DocuSigned by:
HEATHER DAILEY
(Signature) 9445575FB322490...
HEATHER DAILEY Business Development Manager

(Printed Name, Title)
9/12/2018 4:45:20 PM PDT
(Date)

**University of California, Davis
Student Housing and Dining Services
Temporary Staffing Services**

UC Davis Student Housing and Dining Services (herein "University") is seeking well trained, experienced, and customer service focused business partner(s) who can provide temporary staffing for their Retail and Residential units. These services will be required on an as-needed basis lasting anywhere from a few hours to days randomly throughout the year. Upon less than a days' notice of such need successful Supplier shall be capable of mobilizing a workforce to meet the scope of work. Services may be required for weekend, early morning, and evening events, as well as events during regular business hours.

Service provider is responsible for recruitment, background checks, training, scheduling, payroll, benefits, etc. in order to ensure sufficient support in performance of each scope assignment as defined by campus representatives.

Due to the nature of the services and the clientele served, University sometimes requires specialized skills to perform the needed service. Supplier shall become familiar with the primary service areas and University requirements in advance of deploying labor to ensure no preventable damages or disruptions occur during scheduled needs for service delivery.

Anticipated Peaks & Valleys

University is particularly busy in the months of October through November, and March through May, and the department anticipates less need for temporary staffing services during the last two weeks of December and the first two weeks of January. The Academic Year ends in June and services may not be required during the Summer Break.

Holidays

University observes thirteen (13) annual holidays. University shall have the right to require services on holidays observed by University and/or the Supplier. Should University require the Supplier to provide the services on any of these annual holidays observed by University and observed by the Supplier's employees, University will pay the Supplier a reasonable, predetermined, fixed additional fee for the performance of the services on such holidays. University holidays are as listed below:

- New Year Holiday (New Year's Day, and day before or after New Year's Day)
- Martin Luther King Holiday
- Presidents' Day Holiday
- Cesar Chavez Day Holiday (normally the last Friday in March or first Friday in April)
- Memorial Day Holiday
- Independence Day Holiday
- Labor Day Holiday

- Veterans Day Holiday
- Thanksgiving Holiday (Thanksgiving Day, and Friday after Thanksgiving Day)
- Christmas Holiday (December 25, and day before or after December 25)

Pricing

- A. Any pricing provided in response to this RFP will be considered all inclusive and no additional charges or surcharges or taxes of any kind will be implemented without prior written approval of University. Prices will be fixed for at least the first year of the Agreement. Price adjustments for future years must be due to general market conditions for the items involved and may not exceed an increase of 3% or the CPI, whichever is lower. Any request of a price increase must be received by the Procurement unit at Student Housing and Dining Services at least sixty (60) days prior to each contract extension. Supplier shall demonstrate proof for the necessity to increase prices with cost analysis or other documentation to support a price increase. Price increases will not be made at any other time during the contract period. University is to receive the benefit of any price/rate decreases. Requests for price adjustments will not be considered without a written documented explanation. University retains the sole right to decide whether such increases are acceptable based on the documentation submitted by the Supplier.
- B. Prices are all inclusive of all costs including: payroll taxes, worker's compensation, benefits, liability insurance, recruitment, HR/administrative, screening, background checks, staff training, and travel. No supplemental charges of any kind, including but not limited to, taxes, travel, or fuel surcharges, will be invoiced or authorized for payment.
- C. Approval of temporary staff overtime work will be at the full discretion of Supplier; however, Supplier can only charge University the flat hourly rate for temporary staff hours, no overtime adjustments will be approved.
- D. There will be no reimbursement for out-of-pocket expenses.
- E. Any reports requested by University must be intelligible and written clearly, at no charge to University.

Statement of Work

Types of Positions Needed

Cooks (line, grill, prep), Food Service Workers, Sr. Food Services Workers.

Locations of Services

Segundo, Tercero, and Cuarto Dining Commons, The Gunrock, Scrubs Café, Catering Operations, Culinary Support Center, Segundo, Tercero, and Cuarto Markets.

Customer Service Expectations

Supplier and all of Supplier's subcontractors and affiliates are expected at all times to abide, at minimum, by the customer service principles outlined in the University Standards of Ethical Conduct, *adopted by The Regents of the University of California May 2005*, and UC Davis Chapter 400-15, Complaints of Discrimination or Harassment, and all will be incorporated into a resulting Agreement. Supplier is expected to have only business related contact for the purpose of the performance of this Agreement with internal and external customers of University and will treat University staff with the utmost respect. A positive customer service experience by our students, staff, parents, donors, and other guests, is vital to University's mission and operation. Unruly, disrespectful, or rude behavior by Suppliers will not be tolerated and may be grounds for immediate termination of this Agreement. Judgment regarding whether customer service expectations have been met will be at the full discretion of University staff.

Designated Account Manager

The successful Supplier is required to assign a designated account manager for University to address orders, delivery, price, compliance, and/or customer service issues. The account manager shall be available to attend chef/manager meetings and meetings with purchasing managers and directors from time to time upon University request.

Service Workers and Working Leaders

The Supplier shall provide trained, qualified service workers and work leaders capable of performing the services in accordance with the RFP.

It is understood and agreed by University and the Supplier that the Supplier will perform the services as an independent contractor and in no event shall any employee hired by the Supplier be considered an employee of University.

Training

The Supplier shall provide each employee used in the performance of services with adequate training to competently and safely perform the services at the Supplier's expense. The Supplier has responsibility for training its employees in the proper methods and use of any equipment, tools, supplies, chemicals if applicable, and/or any other skills or knowledge needed by the employees of the Supplier to safely and adequately perform the services under a resulting Agreement.

Supplier shall demonstrate that all staff are adequately trained in the compliance of all applicable OSHA and other Federal, State and Local laws, rules and regulations regarding the services and any materials that may be encountered in the performance of the services.

Uniforms

The Supplier shall ensure all of its employees are clean, neat, with uniform shirt or blouse and non-slip work shoes at all times during the performance of the services. If equivalent shoes are being recommended by the Supplier, Supplier shall submit to the University's Student Housing and Dining Services' Associate Director of Retail Dining and Associate Director of Residential Dining, documentation of equivalency for their approval. Shirt should be completely buttoned with top button left open, pants clean, wrinkle free and worn at waist level with belts as required. Shirts should be tucked into pants for service staff and chef coats left untucked. Cap should be worn bill forward or Chef Hat. Proper undergarments are required and should not be visible through clothing.

The uniforms must meet the approval of the Student Housing and Dining Services Associate Director of Retail Dining and Associate Director of Residential Dining.

Temporary staff working sporting events will be required to show valid government issued ID.

Hair must be kept clean and well-groomed at all times. Hair longer than shoulder length must be tied back. Temporary staff must wear a non logoed navy blue or black cap or a hairnet at all time in all dining service areas whether on duty or not.

Beard and Mustaches: must be neatly trimmed.

Finger nails must be clean and neatly trimmed. Fingernail polish must not be worn.

Temporary staff must wash hands and arms with soap and warm water before starting work and after visiting the restroom, smoking, taking a break or touching hair or face. Chewing gum and toothpicks are not allowed while on duty.

Temporary staff may only wear a small ring, a watch, and small post type earrings.

Requesting Service

- A. Supplier shall have a web site and client access where University will be able to log on to request temporary staffing services. Personnel approved to request temporary staffing services include Director of Dining and Hospitality, Assistant Director of Dining Operations, Assistant Director of Residential Dining, Assistant Director of Retail Dining, or their designee, if indicated in writing.
- B. When requesting services, University will specify the service classification(s) required, the applicable rate for each specified service classification, the location where services are required, and the time and duration of services applicable to the request, including beginning date(s) and time(s) and ending date(s) and time(s).

University will have sole discretion to establish the qualifications necessary for the performance of any service to be rendered under this Agreement. Should University become dissatisfied with the performance of any temporary staff assigned by Supplier to University under this Agreement,

University will notify Supplier with details of the unsatisfactory performance and Supplier will use its best efforts to replace that individual as soon as reasonably practical within a mutually agreeable time period.

- C. Upon receipt of a request for temporary staffing services from University, Supplier will email a confirmation of receipt of the request, typically within 12 hours or less, and will indicate the number of temporary staff available to meet the need. Supplier will also provide updates to University until the staffing request is fulfilled.
- D. Typically, University will request coverage with at least one day notice. However, for University requests for coverage on the same day, temporary staff is required to be onsite within one (1) hour of the confirmation. Supplier agrees to provide University rush staffing requests within one (1) hour after receipt of request at no additional charge to University.
- E. Supplier is advised that because there is no mandatory use policy at University, Supplier may still see some competition at any given University location for this service.
- F. Supplier understands and agrees that the Services to be provided to University under a resulting Agreement will be provided on a day-to-day, as-needed, basis and that University in its sole discretion will determine its need, if any, for Services or the continuation of such services.

Non-Performance

In the event of non-performance of temporary staff, University shall have the right to exercise one of the following options:

- A. University shall correct the issue of non-performance by using another supplier, or by any means deemed necessary and reasonable. Direct cost incurred by University for correction of the issue of non-performance including a reasonable amount for the cost of the time of the employees of University involved in such correction shall be deducted from payments made to the Supplier.
- B. University shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Supplier.
- C. For instances where a temporary staff person does not complete an assigned shift, University will owe no fees for that shift.
- D. University will receive a 2 hour credit for no-shows.

DS
HD
RF 9/13/18

Parking

A permit is required for all Supplier's employees parking on campus. University will not be responsible for any costs of the permits.

Soliciting

The Supplier shall not provide and shall not solicit any services in the facilities or on the properties of

University other than that which is defined in this RFP. The Supplier shall establish, implement, and maintain procedures and controls adequate to prevent its employees from providing any services other than which is defined in the RFP or soliciting or accepting any gratuities in the facilities of University.

Energy Conservation

Supplier shall comply with all energy conservation practices of University.

Employee Food Service

The Supplier shall not be allowed to bring on to University property any food or beverage catering trucks, vending machines, or other serving facilities without prior written authorization from University.

Labor Activity

The Supplier shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees. Whenever the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the services, the Supplier shall immediately give written notice thereof to University.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Supplier which results in the curtailment or discontinuation of services provided hereunder, University shall have the right during said period to employ any means legally permissible to have the services provided.

In the event of a work stoppage by employees of University or any of University's other Suppliers affecting the site, the Supplier shall furnish the services required to keep University operations running at a level of service acceptable to University.

Needed Repairs

The Supplier shall promptly notify University, or their designated representatives in a written format acceptable to them, of needed repairs and/or damage to fixtures or buildings observed during the performance of the services. Any item of a critical, priority, or emergency nature will be verbally reported immediately upon discovery with written notification to follow prior to the end of the work shift.

Scavenging

The Supplier shall develop, implement and maintain adequate procedures and checks to ensure that no employee of the Supplier scavenges.

Vehicle Usage

University and Supplier agree that temporary staff will not utilize University vehicles in the performance of this Agreement.

Supplier's Access

Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations on the Supplier shall be designated by University. The Supplier shall conduct its operations in strict

observation of the access routes and other areas established as described above.

The Supplier shall ensure that under no circumstances shall any of the employees of the Supplier enter any area not authorized by University for access.

University shall give Supplier's personnel reasonable access to the areas where the services are to be performed. University shall arrange for access to buildings, including the provision of keys or access cards if required for Supplier to perform the services.

University Requirements

Background Checks

Supplier warrants that it will comply with all applicable University policies and requirements which include, but are not limited to, verifying that all temporary staff that will be performing services pursuant to this Agreement have completed, signed, and understand the appropriate documentation and requirements (i.e., background clearance, orientation, education, permits and related training requirements) prior to commencing an assignment at University. Supplier warrants that Temporary staff will have had a full background check initiated by Supplier and that the Temporary staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary staff, to discharge their responsibilities according to the highest ethical standards which exist in regards to the services provided, associated data and the systems that process such information. Background checks will include, but are not limited to, fingerprinting, reference checks and criminal checks.

Supplier will arrange for background checks, verifications, references, and other investigations as part of the overall assessment of candidates scheduled, prior to their arrival on the job site.

Additionally, the Supplier shall show that a background check to the extent allowed by law has been conducted on each employee.

If requested by University, Supplier shall perform random background checks on any or all Supplier's employees, at Supplier's expense, and provide University with certifications.

Supplier will maintain background check documentation in its file for all Temporary staff. This documentation must be current at all times. This documentation is subject to audit at any time by University for compliance purposes. Upon request, Supplier will provide to University written certification of the items contained in the above paragraphs as well as any other information developed in the course of the Supplier's investigation of each employee. This certification shall include the full name, present telephone number, place of residence and previous employment if available.

University reserves the right to perform additional background checks on temporary staff providing Services, and to require temporary staff to be fingerprinted for such purpose.

Purchase Orders

- A. University will create blanket purchase orders (PO) for each unit approximately annually around June/July of each fiscal year and Supplier will need to include the appropriate PO number on invoices for work provided. Anticipated number of POs annually is 5-10.
- B. Rather than initiating a PO each time University has a need for temporary staff, Supplier shall have a website and client access where University management will be able to log on to request temp staffing services. Personnel approved to request temporary staffing services include Director of Dining and Hospitality, Assistant Director of Dining Operations, Assistant Director of Residential Dining, Assistant Director of Retail Dining, or their designee, if indicated in writing.

Invoicing

- A. In order for temporary staff work hours to be billable, all temporary staff shall check in with the University manager on duty at the work location before starting the shift, before taking break(s), and at the end of the shift.
- B. ALL invoices and credit memos need to be emailed to Campus AP at invoicing@ucdavis.edu and copy Student Housing & Dining Services at housingap@ucdavis.edu.

- C. All invoices must clearly indicate the following information:

Company Name and Remit To address.

A valid University Purchase Order number.

The correct tax rate: UC Davis campus – 7.25%, Cuarto Dining Commons and Market – 8.25%

Detail breakdown of all charges grouped by category type, taxable or non-taxable and by location:

Group Category Type, such as dairy, paper, plastic, beverages, fuel, or shipping charges.

Taxable/Non-taxable: in house consumption (taxable); resalable (non-taxable).

Location: Tercero Dining Commons, Scrubs Café, etc.

- D. Credit Memos

- a. Reference the original invoice
- b. Reference a valid University Purchase Order number
- c. Include the product type detail and amount

- E. Separate statements by location (Tercero Dining Commons, etc.) by the 5th of each month

- a. Include **ALL** unpaid invoices and credits (credit memos/invoices)
 - i. A complete history of all invoices that have not been paid to date including previous months
 - ii. A consolidated invoice is not an acceptable substitution for a statement.
 - iii. Statements are emailed to housingap@ucdavis.edu

- F. Annual AR Aging Report

- a. List of all outstanding invoices as of July for current fiscal year
- b. Due by May 1st

- G. University will normally pay invoices within thirty (30) days of satisfactory product delivery or receipt of correct invoice as agreed to in the Vendor record.

UC Fair Wage / Fair Work

Bidders will be required to agree to the UC Fair Wage/Fair Work provision in University Terms and Conditions of Purchase. This provision requires Bidder to pay no less than the UC Fair Wage to employees who perform the Services (\$15 per hour as of 10/1/17); to be subject to interim audits by

University in this regard; and in the case of services that exceed \$100,000 per year, annually to certify completion of an independent audit of compliance with the UC Fair Wage/Fair Work provision. Annual audits may be performed by Bidder's independent auditor or independent internal audit department in compliance with University's required audit standards and procedures.

Insurance

Insurance amounts are located in the UC Terms and Conditions of Purchase. Successful Supplier(s) will be required to deliver the Certificate of Insurance to University's Buyer, by mail or overnight delivery. This requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – Supplier Name.

Certificate of insurance evidencing said insurance must be received by the Buyer in the Supply Chain Management Department 10 days after bid award and before commencing work.

The Supplier must, at its own expense, obtain and keep in force during the entire term of this contract or issue a blanket certificate naming "The Regents of the University of California" as additional insured to cover any work done for University for the next year.

Supplier shall use the following address in the Certificate Holder location to identify the Additional Insured:

The Regents of the University of California
University of California, Davis
Supply Chain Management – Insurance Desk
260 Cousteau Place, Suite 150
Davis, CA 95618

Policies

In the performance of Services under a resulting Agreement, Supplier agrees to and will establish, implement, and maintain procedures and controls to ensure that its temporary staff abide by all applicable University policies and procedures and with all applicable provisions of awarded Purchase Order and all site rules and practices of University, including but not limited to those relating to Data Security. Supplier further agrees that the performance of Services hereunder will be subject to University Appendix – Data Security & Privacy.

The Supplier shall take all measures necessary to comply and to ensure the employees of the Supplier comply with the security rules and regulations of University and all applicable Federal, State and local rules, laws and regulations.

Supplier's employees shall not use controlled substances not prescribed for them, nor illegal substances, and shall not use alcohol on University premises nor preceding their work under the influence. University is a Smoke-Free Campus and Supplier's employees shall abide by the policy, University Smoke and Tobacco Free Policy (PPM 290-10).

The Supplier shall ensure that lost, or apparently lost, articles that are found by Supplier's employees to be turned in immediately to the designated lost and found areas or to University's designated representative.

The Supplier shall prevent any of its employees from opening, tampering with, using, or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of the services.

The Supplier shall remove from service on the premises of University any employee of the Supplier who, in the opinion of University, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of University. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Supplier.

Ligation Disclosure Obligations

Supplier represents and warrants that, to the best of its knowledge neither Supplier nor any temporary staff are engaged in, or a party to, or threatened with any suit, action, proceeding, inquiry, investigation or claim that could have a material adverse effect on Supplier's ability to perform under this Agreement. Supplier agrees to promptly disclose to University any material change in status of the foregoing throughout the term of this Agreement.

Disclosure of Information

Supplier and/or temporary staff will comply with University policies and procedures and federal, state and local laws, regulations and interpretations governing confidentiality and access to, use and disclosure of confidential information. It is anticipated that Supplier and/or temporary staff will have minimal, if any, contact with confidential information; however, all records, statistical, financial and personnel information and any and all other information or data relating to the business of University will be kept in strictest confidence by Supplier and/or temporary staff, and will not be disclosed in any way without the prior written consent of University. Supplier will hold in strict confidence all information obtained in connection with this Agreement and will convey only so much of such information to its individual employees, subcontractors and agents as such persons must know to fulfill the purposes of this Agreement.

All reports, references, student, staff or guest records, and other materials supplied to Supplier, both hardcopy and electronic, are and will remain the property of University and are not to be copied, copied to computer files, or removed from the premises, and will be surrendered to University upon expiration or earlier termination of this Agreement.

Supplier and/or temporary staff will not provide to a third party copies of materials collected or produced as part of this engagement without University's prior written approval. Upon termination of this Agreement for any reason, Supplier will promptly return to University all copies of any data, records, or materials of whatever nature or kind, including all materials incorporating proprietary information of University. Supplier will also furnish to University all work in progress or portions thereof, including all incomplete work.

The Supplier shall not issue or release for publication any articles or advertising or publicity matter relating to the services or mentioning or implying the name of the University, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of the University Business Contracts Brand Protection Office.

Warranty

The parties acknowledge that University, in selecting the Supplier to perform the services hereunder, is relying upon the Supplier's reputation for excellence in the performance of the services required. The Supplier will perform the services in the manner of one who is a recognized specialist in the types of services to be performed.

Supplier warrants that (i) it, and each of the temporary staff it uses to provide and perform the Services under a resulting Agreement, will have the necessary knowledge, skills, experience, qualifications and resources to provide and perform the Services in accordance with this RFP; and (ii) the Services will be performed in a diligent, professional manner which meets or exceeds industry standards applicable to the performance of such Services.

Supplier warrants that it will at all times and at its own expense (i) comply with all applicable laws, rules, regulations, and governmental orders and applicable codes of practice, now or hereafter in effect relating to its performance of the Services provided under a resulting Agreement; (ii) pay all fees and other charges required by such laws, rules and regulations, codes and orders and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications necessary to perform its obligations under an Agreement resulting from this RFP.

Temporary Staffing Price Sheet Proposal Services

Enter the cost proposal for all-inclusive per hour non-holiday cost to Student Housing and Dining Services, for Year 1, Year 2, and Year 3. Position Summaries for all positions are located in the "Attachments" section of this RFP.

Drop Down	Text	Text	Drop Down	Currency	Currency	Currency
*Intent to Bid	Supplier Name	Position	Unit	*Per Hour Proposal Year 1	*Per Hour Proposal Year 2	*Per Hour Proposal Year 3
Yes	SE SCHER CORP	Cook	Hour : Hour	USD 26.88	USD 27.69	USD 28.51
Yes	SE SCHER CORP	Food Service Worker	Hour : Hour	USD 26.88	USD 27.69	USD 28.51
Yes	SE SCHER CORP	Sr. Food Service Worker	Hour : Hour	USD 28.18	USD 29.02	USD 29.90



Standards of Ethical Conduct

Adopted by The Regents of the University of California, May, 2005

The University's *Statement of Ethical Values and Standards of Ethical Conduct* commits everyone in the UC community to the highest ethical standards in furtherance of the University's mission of teaching, research, and public service. It identifies the University's core ethical values as integrity, excellence, accountability, and respect.

In summary, we are committed to the following:

1. **Fair Dealing.** We will always conduct ourselves ethically, honestly, and with integrity.
2. **Individual Responsibility and Accountability.** We will accept responsibility appropriate to our positions and delegated authorities.
3. **Respect for Others.** We will treat everyone we contact with respect and dignity.
4. **Compliance with Applicable Laws and Regulations.** We will learn and abide by federal, state, and local laws that affect our campus roles.
5. **Compliance with Applicable University Policies, Procedures and Other Forms of Guidance.** We will learn and abide by University and campus policies and procedures that affect our campus roles.
6. **Conflicts of Interest or Commitment.** We will avoid both actual conflicts of interest and the appearance of such conflicts, and devote our primary professional allegiance to the University and its mission of teaching, research, and public service.
7. **Ethical Conduct of Research.** We will conduct our research with integrity and intellectual honesty, and show the greatest care for human or animal subjects.
8. **Records: Confidentiality/Privacy and Access.** We will follow applicable laws and University policies when accessing, using, protecting, or disclosing records.
9. **Internal Controls.** We will ensure that internal controls are established, properly documented, and maintained for activities within our jurisdictions.
10. **Use of University Resources.** We will ensure that campus resources are used only on behalf of the University.
11. **Financial Reporting.** We will ensure that accounting and financial records are accurate, clear, and complete.
12. **Reporting Violations and Protection from Retaliation.** We will report all known or suspected improper governmental activities under the provisions of the University's Whistleblower Policy, recognizing that everyone is protected from retaliation for making such reports under the Whistleblower Retaliation Policy.