

## UC PROCUREMENT PROFESSIONAL’S CONTRACT CHECKLIST

### COMPETITIVE BIDDING

- Will annual value of goods/services be \$100,000 or more?

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| <p><b>NO</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Has price reasonableness been documented?</li> </ul> | <p><b>YES</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Will you do competitive bidding? (required unless exception applies)</li> <li><input type="checkbox"/> Does an exception apply? Policy Exception Authority must approve an exception using Justification and Approval form. Note: competitive bidding is encouraged even when an exception may be applied.</li> </ul> |
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### USE OF UC TEMPLATES

- Did you use UC templates with terms within the parameters of the annotated templates as required by BUS-43?
- If not, did a Policy Exception Authority approve the exception?

### CONTRACT DURATION

- Does the total contract duration (initial term plus all renewal terms) exceed 10 years? “Evergreen” or automatically renewable contracts could violate this limitation.
- If so, did a Policy Exception Authority approve the exception?

### CONTRACTING OUT

#### Employee versus Supplier

- Has the end user determined that the service provider should not be classified as a UC employee?
- End user must consult with the location’s HR or Tax office for advice as appropriate, and complete the Classification Worksheet attached to UC’s Independent Contractor Guidelines for Federal Tax Purposes
- Was the completed Classification Worksheet attached to the end user’s request to contract for services?

Offshoring of Services (PCC section 12147/AB 848) - Required in all RFPs [except contracts relating to 1) UC international teaching, research or public service activities/projects, 2) study abroad programs, or 3) instances where certification would violate World Trade Organization procurement agreement or similar]. Addressed in Required Supplier Information, section M, and T&Cs Article 6(I).

- Did you require bidders to 1) certify under penalty of perjury that they will not use any workers outside the United States during the term of the agreement, or 2) describe all work that will be performed by workers outside the United States? If bidders neglect to include this information in their bids, you may contact all bidders who had this omission, and ask them to supplement their bids. The bids of parties who do not comply with PCC section 12147 are nonresponsive and must be disregarded.
- Have you indicated that UC will not, as a part of a contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country?
- Do services fall within an exception to PCC 12147? If so, indicate in the RFP that Required Supplier Information section M is inapplicable, and in the Agreement that T&Cs Article 6(I) is inapplicable.

#### Contracting Out for Services; Displacing UC Employees

- Did the end user provide Procurement with Formal Notice Pursuant to University Guidelines on Contracting for Services, substantiating approval of contracting out?

- If the end user indicates that UC employees will be displaced during the term of the agreement, did you indicate in the RFP that bidders may not use workers outside of the United States? Required unless an exception to PCC 12147 applies (see above).

#### **FAIR WAGE/FAIR WORK**

- If supplier will provide FW/FW services at a UC Location, did you include the FW/FW provision, as required by BUS-43 (included in Terms & Conditions of Purchase)?
  - If not, did you get an exception to policy approved by Policy Exception Authority?
- If UC templates were not used, did you use the FW/FW provision from Library of Provisions? It is not sufficient to cut and paste Article 25 of the T&Cs, as the definition of the UC Fair Wage is in Article 24 and Article 1 contains the provision that makes the T&Cs applicable to supplier's subsuppliers.

#### **INSURANCE AND INDEMNIFICATION**

- BUS-63 requires certain insurance and indemnification provisions, which are set forth in the T&Cs. In the case of deviations from UC's template language, BUS-63 requires you to consult with your location's Risk Services. Did you consult with Risk Services?

#### **BUSINESS ASSOCIATES**

- If the supplier may be a business associate as defined under HIPAA and Cal-HIPAA, did you obtain an Appendix – Business Associate, as required? A signed Appendix – BA is posted on UCOP Procurement's website.
- Did you check whether another UC location has entered into an Appendix – BA with the supplier? (UC is a single health care component, and it may be desirable to use a preexisting document rather than entering into a new one.)
- If there were deviations from the approved form, were they approved as specified in the UC policy on HIPAA Business Associates?

#### **IS-3/DATA SECURITY**

- Does the agreement include satisfactory assurances that the supplier will appropriately safeguard UC information in accordance with applicable law and UC policies, as required in Policy IS-3?
  - Appendix – Data Security & Privacy was developed to satisfy the requirements of IS-3 and includes: 1) preventing disclosure of restricted information, 2) requiring observation of applicable laws, 3) requiring a plan for destruction or return of restricted information, and 4) requiring notification of breaches.
  - For situations where the restricted information is not very sensitive, the Confidential Information article in the T&Cs may suffice.
- Has an information security officer provided you with advice on changes to these template documents beyond the annotated provisions?

#### **OTHER CONTRACT REQUIREMENTS**

- UC is subject to a number of other contract requirements – through state or federal law, UC policy, or grant/funding requirements. Have you reviewed these requirements, which are covered in UC's template documents and explained in the annotations to the templates? They include these required areas:
  - Audit Requirements
  - EEO/Affirmative Action
  - Forced, Convict or Indentured Labor
  - Temporary or Supplementary Staffing
  - Public Records Act
  - Federal Acquisition Regulations
  - Prevailing Wage
  - Use of UC Name and Marks