

1. Purpose of the RFP

The purpose of this Request for Proposal (“RFP”) is to invite qualified proposers to prepare and submit proposals to furnish Mattresses, Related Products and Services to the University of California San Diego (“UC San Diego” or “University”), and OMNIA Partners Participating Public Agencies in accordance with the requirements set forth in this RFP.

The overall objective of the RFP is to select a national Proposer(s) to assist University in establishing the most cost-effective and efficient procurement program for Mattresses, Related Products and Services while maintaining high standards of quality and service. With that intent, the University is interested in evaluating the costs and benefits of several alternative methods for acquisition of these services for all University of California locations and OMNIA Partners Participating Public Agencies.

University has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize.

Proposer agrees to make available the services to any UC location upon the terms, conditions, and pricing set forth in an agreement awarded in response to Proposer’s proposal.

2. Background

University of California

The University’s fundamental mission is teaching, research, and public service. Founded as the state’s first and only land grant institution in 1868, the University of California (UC) has approximately 280,000 undergraduate and graduate students, a workforce of 227,000, and is comprised of the following locations, their adjacent offices, remote offices, and defined as the following locations:

- **Ten Campuses** - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- **Five Medical Centers** – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- **The Division of Agriculture and Natural Resources** – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab**, which is owned by the Federal Government, but managed by the University of California.
- Additional centers and offices as further detailed at: <http://www.universityofcalifornia.edu/uc-system/parts-of-uc>

Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

Omnia Partners

The University of California, San Diego, as the Principal Procurement Agency, defined in ATTACHMENT E, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The UC San Diego is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents Exhibit A, B, F and G.

3. Minimum Requirements

To participate in the University of California, San Diego Request for Proposal for Mattresses, Related Products and Services proposer must commit to meeting the following University minimum requirements, participating agencies may have different requirements:

- University of California Locations: Proposer must be able to provide services to all University of California current and future locations.
- Proposer must have extensive and proven experience in the field of dorm mattresses.
- Proposer must possess all trade, professional, or business licenses as may be required to complete the work and meet the requirements specified by this RFP.
- Proposer must be able to demonstrate the capability of providing the required products/services by possessing adequate available resources, including personnel, facilities, systems, organization structure, operation controls, quality control and other related factors.
- Proposer must demonstrate successful experience in providing the products and services specified in this RFP as a primary supplier. Proposers are expected to provide customer contact information for their five largest clients for projects of similar size/scope.

- If selected as an apparent awardee, Proposer may be required provide audited financial statements for the past three fiscal years (or equivalent data) in order to establish the proposer’s financial capability to complete this project.

4. RFP Timeline, Contract Term and Point of Contact

Schedule of Events

Anticipated Action	Anticipated Action Date
Release of Electronic RFP	<i>March 10, 2021</i>
Pre-Proposal Conference	Date: March 24, 2021 Time: 11:00am (PDT) Location: Zoom Phone one- US: +16692192599,,91061207774# or tap: +16699006833,,91061207774# Meeting URL: https://ucsd.zoom.us/j/91061207774?from=addon Meeting ID: 910 6120 7774
Deadline for Supplier Q&A via Discussion Forum	<i>March 26, 2021</i>
University’s Response to Supplier Q&A	<i>April 1, 2021</i>
Deadline for RFP Response	<i>April 20, 2021 at 4:00pm (PDT)</i>
Evaluation	<i>May 1 to June 1, 2021</i>
Contract Start Date	<i>July 1, 2021</i>

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the Proposer’s responsibility to read the entire document and any addendums, and to comply with all requirements listed herein.

Addenda to the RFP

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

Proposer Questions

Each Proposer is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource “Discussion Forum” by the stated deadline. Responses to individual Proposer questions will be made available to all Proposers that submit a notification via the CalUsource portal of their intent to bid.

Proposal Preparation Costs

All costs incurred in the preparation and submission of Proposals and related documentation, including proposer’s presentations, demonstrations and provision of the Services to UC for independent testing purposes, will be borne by the Proposer.

Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and eighty (180) days following the RFP closing date.

No Mandatory Use

Proposer is advised that there is no mandatory use policy at the University of California for agreements. As a result, UC does not guarantee any specific amount of business forthcoming from this RFP. A winning Supplier may still see some competition at any given UC location for any given Service. However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Supplier is expected to garner a very large percentage of the total available UC business.

Errors and Omissions

If the Proposer discovers any discrepancy, error, or omission in this RFP or in any of the attached documents, UC shall be notified immediately, and a clarification/notification will be issued to all Proposers who have access to this RFP. No Proposer will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal.

Contract Term

The term of the Agreement shall commence upon execution of the Agreement will be for a period of three (3) years (the "Initial Term") with seven optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of ten (10) years. Pricing shall remain firm for the Initial Term of any agreement which may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award.

Exhibits

In addition to this document, the following exhibits posted under Attachments in CalUsource contain the requirements, terms and conditions for this RFP:

- [Required Supplier Information](#)
- [UC Term and Conditions of Purchase](#)
- [OMNIA Partners Attachment E](#)

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the Proposer's Proposal as accepted by the University.

Single Point of Contact

The University RFP Administrator is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only office authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP. All questions and requests for clarification concerning this RFP should be entered into the CalUsource Discussion Forum by the questions deadline indicated in the Schedule of Events.

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5. Scope of Work

The overall objective of this RFP is to select a Proposer (or Proposers) that will provide new mattresses and related products in the most cost-effective manner while maintaining the highest quality and standards. Qualified proposers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a national cooperative business alliance with UC San Diego and OMNIA Partners, that will maximize the resources of both

organizations to most effectively meet OMNIA Partners national participating public agencies', and the University, needs.

Although this section reflects the needs and requirements of the University, OMNIA Partners Participating Public Agencies may have additional needs and requirements. The awarded Proposer will have the ability to offer their balance of line mattresses and related products nationally. OMNIA Partners participating public agencies may sign a supplemental or usage agreement with the awarded Proposer substantially based on the terms and conditions of the UC San Diego Agreement. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Proposer agrees to perform the Services listed 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.

I. General

All mattresses shall be manufactured in accordance with the best practices known to the manufacturing industry and shall be clean and free from defects in material and workmanship.

A. Delivery, Installation, Removal, and Recycle

Proposer shall be responsible for all labor and equipment required to transport new mattress from the delivery truck to each location of delivery and transport the used mattress from the dorm room or location of delivery to the delivery truck. Delivery will be specified as either delivery to a specified single location or delivery directly to dorm rooms. Mattress removal may or may not occur on the same day as the delivery. Removal shall occur no more than 30 days from the date of the delivery and shall occur on the date negotiated by the purchaser. Quotes for dorm room delivery shall include set in place on each bed frame and removal of all related trash. At the purchaser's discretion this portion of the scope may be sourced by a third party. The used mattresses must be recycled. Any special installation requirements shall be submitted and itemized.

Delivery shall be expected on regular working days and during normal hours of operation of the purchaser. Large orders will have a scheduled date and time for delivery. All orders for goods and supplies not delivered within the time as specified may be cancelled and purchased from another supplier unless:

- Prior approval is given for an extended delivery date and time by the purchaser
- The order states an extended delivery date
- The mattresses and/or related items that are ordered by the supplier are lost in shipment to the supplier and the purchaser agrees to accept a late delivery date.

Delivery is to be made as specified by the purchaser on large construction projects to General Contractors on-site. The delivery address shall identify that the materials are being utilized by the purchaser through a general contractor. These orders shall be included in the usage report.

B. Warranty:

The minimum warranty shall be a five (5) year full replacement. Proposer must include a complete detailed copy of the manufacturer's warranty as part of their proposal. The warranty policy should include length and how executed, especially with regard to life expectancy, method for determining manufacturing defects versus negligence, misuse or abuse, and explain how the manufacturer handles replacements of defective or damaged items. Proposer must also include any weight limitations of the user that would impact the warranty - i.e., an obese student using a regular mattress.

II. Innerspring Mattress Specifications

A. Introduction

The following provides information on the minimum specifications for innerspring mattresses. All mattresses shall be assembled in the United States in accordance with the best practice known to the manufacturing industry and shall be clean and free from defects in material and workmanship. All portions of the spring unit shall be properly tempered to relieve internal stress and eliminate permanent stress from loading. The minimum height of the finished innerspring will be no less than 7" no more than 9". Suppliers are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. Please indicate in the proposal response if mattresses can be coded with a date for replacement ease.

1. Coils

Minimum row configuration should be 11" x 23" should consist of 13 gauge wire or better Minimum Coil Counts:

Mattress size: 36 x 80 X 7.5" - 8" = 253 Coils

Mattress size: 38 x 75 X 7.5" - 8" = 252 Coils

Mattress size: 38 x 80 X 7.5" - 8" = 276 Coils

Mattress size: 54 x 80 X 7.5" - 8" = 391 Coils

2. Helicals

Helicals shall be made of a minimum of 17.5 gauge high carbon steel spring wire. Each coil contains a minimum of five convolutions.

3. Inner Border

Inner border shall be made of a six (6) gauge (or better) wire on top and bottom to attach coils.

4. Reinforcements

The innerspring unit must be reinforced with a minimum of six double edge supports made of a minimum of 11 gauge wires.

5. Supports

Mattresses shall have a minimum of two supports on each side and one on each end.

6. Enduralotor

Mattresses shall have 2oz enduralotor pad

7. Upholstery

Each side of the innerspring unit is to be covered with a 2 oz. per square foot bonded polyester pad measuring 36" x 81". Batts pre-compressed of fire-retardant cotton felt consisting of one-unit size batt per side shall be placed over the polyester pad. A 1" x 40" x 84" co-polymer foam topper shall be placed over the cotton felt on each side.

The density of the co-polymer foam is to be a minimum of 1.5 lbs. per cubic foot. Indentation load deflection (25% ILD @ 4 inch) to be 34-37 lbs. Compression modules to be 2.4 minimum; Hysteresis loss to be 25% maximum; Foam must pass California Technical Bulletin #117 flammability standards; An inner roll edge shall be made by enfolding the foam topper around the edge of the polyester and placing the cover, flanged with 2 oz. per square yard over the topper and securing the cover by hog ringing the flange to the outside coils of the innerspring unit.

A fire barrier consisting of a knitted fiberglass/modacrylic/polyester fabric shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming a full fire barrier. The ends of the barrier shall be completely closed with FR thread. Or a laminated, needle punch FR barrier with Kevlar thread may be used. Fire barriers containing chemical additives or flame-retardant additives are unacceptable. Flame retardant chemicals: Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as “designated chemicals” pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which “flame retardant” appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. Definition as used in Section 19094 of the California Business and Professions Code (SB 1019). Materials Covered: Components of the mattress that are covered by this definition including the ticking/outer cover, core/filling materials/batting, fire barrier fabric, and tape/thread.

8. Cover

Cover is to be cleanable waterproof and meet basic flammability testing requirements.

9. Borders

The top and bottom sections in the mattress ticking will be made up of one full width of fabric with no seams. The ticking used for the borders will contain no more than two seams all around with all ends hemmed, spliced and securely sewn together by machine in such a manner as to leave no break in the uniformity and finish.

10. Ticking

The mattress will be covered with a SoFlux Ox-V Moisture Barrier Fabric or approved equal/equivalent. Raised PVC coatings are unacceptable. Ticking material must be PBDE free and pass the Reach 1 Chemical compliance check list. The mattress will be manufactured with the fabric side out. (No taped edge/chain stitch/zippers/Velcro allowed).

Mattresses will be vented (optional)* with a filter fiber that has been 3rd party tested to ensure bed bugs, bed nymphs, and bed bug eggs cannot pass through. * must be able to provide a vented product.

11. Vents (optional)

The mattress cover is vented with a filter that has been third party tested to ensure it resists bed bugs, bed nymphs, and bed bug eggs.

12. Bedbug Resistance

The recent focus on bedbugs into college and university residence halls has heightened concerns in the construction and manufacturing specifications. An area of concern is in the tape edge seams of conventional residence hall mattresses. Seams should be inverted and located along the side of the mattress and with no tape edge seams along the top or bottom surfaces. Proposers are encouraged to propose alternative construction methods that are proven to reduce and eliminate a possible bedbug infestation.

13. Other Attributes

Bed bug resistant; Fluid Proof; non-allergenic; wipe to clean; odor free; antimicrobial, anti-fungal and stain-resistant, pass the REACH chemical compliance check list, provide REACH material certificates for foam, cotton, fire barrier and ticking material.

14. Test Requirements

The mattress must meet the requirements of the following test methods. Failure to provide evidence of compliance with all of these standards will automatically make the bid non-compliant and invalid.

1. California Technical Bulletin #129/ ASTM 1590 I UL TEST 1895
2. Consumer Product Safety Commission 16 CFR 1632
3. Consumer Product Safety Commission 16 CFR 1633
4. Boston Fire Department IX-11 Full Composite Burn Test

15. Packing Requirements

All mattresses to be individually wrapped.

III. Foam Mattress Specifications

A. Introduction

The following provides information on the minimum specifications for foam mattresses. All mattresses shall be assembled in the United States in accordance with the best practice known to the manufacturing industry and shall be clean and free from defects in material and workmanship. Suppliers are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. Please indicate in the proposal response if mattresses can be coded with a date for replacement ease.

Mattress size: 36 x 80 X 6.5"

Mattress size: 38 x 75 X 6.5"

Mattress size: 38 x 80 X 6.5"

Mattress size: 54 x 80 X 6.5"

1. Ticking

The mattress shall be covered with a ticking that contains no sewn seams.

The ticking material will be nylon backed polyurethane fabric that has been embossed. The coating of the material shall be treated to be fluid proof, anti-bacterial, anti-fungal, and shall have a moisture vapor transmission rate of less than 250 grams per meter squared over a 24-hour period.

The top and bottom sections in the mattress ticking shall be made up of one full width of fabric with no seams. The edges of the top and bottom sections will join in the center of the side wall and will be closed by an RF weld, allowing no opportunities for bed bug ingress.

2. Vents

The mattress cover will be vented. Vents should be waterproof and tested to ensure that they resist bed bugs, bed bug nymphs and other similar pests.

The final close of the mattress is RF welded shut to complete the sealed seam.

3. Cover

The cover will be a Thermal Polyurethane (TPU) which will not peel or crack and shall incorporate two colors, with one side of the cover will identify the "comfort" side of the foam core; the other side of the cover will identify the "support" side of the foam core.

4. Foam Core

The foam core will be manufactured with two layers of high quality, high density polyurethane foam (minimum 1.8 lb. density).

The comfort side of the mattress will be comprised of biometrically zoned convolutions to provide a comfortable sleeping surface that can be reversed head-to-foot.

The design will include integrated side rails or firmer foam around edges to support the resident on ingress/egress and while seated on the edge of the mattress. The support side of the mattress will have a firmer feel for residents who prefer more support and shall be reversible head-to-foot.

5. Fire Barrier

A fire barrier consisting of a knitted fiberglass/modacrylic/polyester fabric shall be placed over all the upholstery in such a way that it completely protects the entire mattress forming a full fire barrier. The ends of the barrier shall be completely closed.

6. Test Requirements

The mattress will meet the flammability requirements of the following test methods:

- Consumer Product Safety Commission, part 1632 Flammability Standard for mattresses (FF4-72, as amended).
- Consumer Product Safety Commission, part 1633 Flammability Standard for mattresses.
- California Technical Bulletin #129
- Boston Fire Department IX-11 Full Composite Burn Test

7. Packing Requirements

Mattresses will be wrapped individually; compressed and rolled into a carton for shipping and storage.

6. Evaluation Criteria

Evaluation and Award: Best Value Methodology

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will then determine each Proposal's Price Score by the following method. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each Proposal's Price Score will be added to that Proposal's Quality Point Score to get that Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Bidder submitting the Best Value Proposal is responsible. The apparent RFP winner will be the responsible Bidder submitting the Best Value Proposal.

Proposals will be evaluated on the following criteria:

- Cost 25%
- Construction 20%
- Service and Support 20%
- Sustainability 20%
- Qualifications, Experience, National Program 5%
- Technology and E-Procurement 5%
- Value Add 5%

Sample Price/Cost Normalization	Total Price/Cost Points Available	500
Bidder #1: Low bidder at \$50,000 receives maximum points		500
Bidder #2: Next lowest bidder at \$55,000 receives 90.9% of max points		455
Bidder #3: Highest bidder at \$60,000 receives 83.3% of max points		417

Above points are added to the other criteria point totals to come up with the total points. Proposer with the highest overall total points is considered the lowest responsible bidder with best value in terms of price/cost, quality, service and performance that meet the University's requirements.

The University reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal. Additionally, to comprehensively evaluate the proposals received, the University may seek additional information or clarification from one or more of the Proposers. Experience with the University and entities that University Evaluators represent may be taken into consideration when evaluating qualifications and experiences.

Multi-Phased Initiative

This initiative will consist the following separate phases:

1. *Prerequisites:*

Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines Section in CalUSource before advancing in the proposal process.

2. *Phase I: Selection of Finalists*

Submission of Proposals. Finalists will be identified based on the quality and responsiveness of the written proposals and pricing. The UC may, at its discretion, elect to award to multiple suppliers based on the Phase I results, only if it is deemed unnecessary to conduct a Phase II evaluation; such evaluations performed to verify quality and construction assertions made in the RFP response and/or to further question Responders in an online interview. Phase II evaluations (a and/or b) would result in a score which would then, be added to a finalists Phase I score to generate a final total score.

3. *Phase II: Finalist Mock-ups and Presentations (At UC Discretion)*

- a. Identified finalists, may be required to present mock-up mattresses to a UC location(s), conduct an online tour and close-up view of sample mattresses, or other mock-up type evaluation method deemed appropriate by the UC.
- b. Proposers may be requested to conduct a live presentation via video conferencing regarding the Proposers' ability to provide the Product and Services in a manner consistent with the requirements of this RFP. The UC reserves the right to determine that oral presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the proposer for the costs associated with the interview process.
- c. Phase II evaluations (a and/or b, if any) would result in a score which would then, be added to a finalists Phase I score to generate a final total score.

Pricing:

- a. Format: Pricing proposals should be in the form of a fixed price for the base three (3) year period. Fees for any additional services, as well as any surcharges, should also be included in the proposal.
- b. Price Protection: Prices quoted will not increase during the base three (3) year period of the Agreement. Price increases after the base period, if any, shall be made on an annual basis as negotiated

- by both parties. Any price increases require a sixty (60)-day written notification. Proposed price increases for any renewal periods must be supported by documented evidence of supply chain increases.
- c. Special Offers/Volume Orders/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
 - d. Product Offering/Balance of Line Pricing: Pricing for complete product offering/balance of line items will be determined by a percentage discount off. The pricing percentage discount offered must be entered in the Pricing section of the Proposer's response.
 - e. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be utilized. Proposer's should provide alternative pricing (for emergency or disaster recovery situations with potential federal funding) that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. When products and services provided in a situation where an agency is eligible for federal funding, Proposer is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Proposal Evaluation and Agreement Award

1. Any Agreement(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the University). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP. The University has chosen to partner with OMNIA Partners for this solicitation, the OMNIA Partners Exhibits are part of the requirements of the RFP and responses to the RFP are evaluated in whole based on the requirements of the RFP. Offerors will be elevated on their ability to meet the requirements of the RFP, including the national cooperative contract requirements. The University reserves the right to award response that are most advantageous to the University of California.
2. Proposals will be evaluated by the University using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the University's specifications. The University reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal. Additionally, to comprehensively evaluate the proposals received, the University may seek additional information or clarification from one or more of the Proposers. Experience with the University

and entities that University Evaluators represent may be taken into consideration when evaluating qualifications and experiences.

3. The University may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The University also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability. The University also reserves the right to shortlist, enter into discussions, negotiate and request Best and Final Offers (BAFO's) if an awardable proposal is determined.
4. The University reserves the right to reject any proposal in which the information submitted fails to satisfy University and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does not comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.
5. The University may waive irregularities in a proposal provided that, in the judgment of the University, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The University's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.
6. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as, the contents of the proposal response as accepted by University and will be in writing. The University also reverses the right to request Best and Final Offers (BAFO's) if an awardable proposal is determined.
7. The University's selection may be made based on the initial proposals or may elect to negotiate with Proposers selected as finalists. The University reserves the right to discuss or negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the University prior to the execution of an Agreement. Participating Agencies commonly require a modification to a term of the Agreement (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Agreement.
8. The University reserves the right to award an Agreement to a local-only supplier if deemed to be, solely at the discretion of the University, in the best interests of the University. For any local-only Agreement, the University reserves the right to accept or reject any or all proposals, make more than one award, split the award, or make no award. The University also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, or make no award. The University reserves the right to award any number of local or national contracts at the same time.
9. University reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves University's best interest.
10. The University reserves the right to withdraw this RFP at any time.

7. Additional Terms

Insurance

If selected for award, the awardee shall deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – [Supplier name].

If work is to be performed on University of California premise, Proposer shall obtain the necessary insurance coverage and furnish a Certificate of Insurance acceptable to University and OMNIA Partners participating public agencies (Terms and Conditions of Purchase, Article 9). All Certificates shall name the Regents of the University of California as an additional insured. The Certificate must be submitted to the University of California Procurement Services Department prior to the commencement of services and an electronic envelope will be provided in the University of California's Supplier Registration and Sourcing System for this purpose. Annually, all University of California Suppliers are required to submit to the University of California, Office of the President, Procurement Services Department, a renewed Certificate of Insurance naming UC as an additional insured.

Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents, submitted to the University in response to this RFP will become the exclusive property of the University upon receipt and will not be returned.
2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."
3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, University denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Audit Requirements

1. Any potential agreement issued as a result of this RFP shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under the agreement.
2. The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or any services or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Proposer involving transactions and work related to any such agreement until the expiration of five (5) years after final payment hereunder.
3. The examination and audit will be confined to those matters connected with the performance of the agreement, including, but not limited to, pertinent books, documents, papers, and records of the Proposer involving transactions and work related to the agreement as well as the costs of administering the agreement.

Business Review/Business Reports

Supplier shall meet with the University for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and address additional topics pertinent to the relationship towards the University's strategic goals. For each Business Review the Supplier must provide pertinent performance and management reports detailing a wide range of information related to the resulting agreement at both the University-wide level and for each individual University of California location.

Invoicing Method

The University of California encourages all suppliers to transmit their invoices electronically in a format that can be imported into various financial systems. Many campuses, but not all, have adopted Transcepta Solutions for

electronic invoicing. This is a free service to the supplier, which allows uploading of invoice data by cXML, EDI, CSV, or direct data entry and provides each campus with a normalized input file. Other campuses have the ability to collect EDI and/or cXML data directly from suppliers.

Payment Method and Terms

The University of California's preferred payment method is by PaymentPlus, a virtual credit card program administered by US Bank. Through this program, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. With acceptance of PaymentPlus, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. Alternative payment methods include ACH via the BNY Mellon PaymodeX network, or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.

8. Response Instructions

Instructions for Submitting Proposals:

Proposals, in response to this RFP, must be submitted online using CalUsource no later than the time and due date reflected in the CalUsource portal. No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

In addition to this document, the following exhibits posted under Guidelines and Questionnaires in CalUsource contain the requirements, term and conditions for this RFP.

- [UC Term and Conditions \(Attachment A\)](#)
- [Supplier Bidding Guide for CalUsource \(Attachment B\)](#)
- [UC Invoice Transmission and Payment Settlement Terms \(Attachment C\)](#)
- [UC Sustainability Policy \(Attachment D\)](#)
- [OMNIA Partners Documents \(Attachment E\), Exhibits A-H](#)

Responses will take time to enter into the CalUsource portal. It is highly recommended that Proposers go through the Supplier Resources at <https://CalUsource.net/supplier-resources/> for guidance on how to navigate and use CalUsource. Proposer's inability to enter their response into the UC's Supplier Registration and Sourcing System will not be accepted as a reason for a late response.

If you have questions about CalUsource, please contact UC Procurement Services Support at support@ucprocure.zendesk.com. For any technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.

Proposers must provide a complete, straightforward, concise response to all Guidelines, Questionnaires, Price Sheets, and any other information requested in the RFP as detailed in the CalUsource portal. Proposers warrant that all information provided is true and accurate. The submission of false, inaccurate, or otherwise misleading information may be grounds for disqualification from the RFP process, as well as jeopardize Proposer's eligibility to participate in future UC business.

1. Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment.
2. Attachment Naming Convention Example:
Your Company Name_RFP Name_Questionnaire Name, Questionnaire, Question #
XYZ Company_Office Supplies RFP_, Questionnaire-Supplier Information, #3

Proposer must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.

Collusion among proposers is not allowed. If there is proof of collusion among proposers, all Proposals involved in the collusive action will be rejected.

Proposers must operate within the guidelines of all Federal and State Labor Codes.

Late proposals will not be accepted.

Click the submit button to submit your proposal in CalUsource by the indicated response timeline.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Mattresses, Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier’s products and services to Participating Public Agencies through

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$5M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- D. Annual sales for the three previous fiscal years.
- a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
- c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
- e. Other recognized diversity certificate holder
 Yes No
If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA

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EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR**

Signature

Signature

Sarah Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title

Title

Date

Date

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP
EXHIBIT A TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive

ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP
EXHIBIT B TO THE ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING
ALLIANCE COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA PARTNERS, PUBLIC
SECTOR AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY D/B/A U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.

ACH Instructions

ACH Information For: OMNIA Partners, LLC

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362675998

Regular, Courier or Delivered Mail for Checks

OMNIA Partners
ATTN: Controller
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR
UCOP

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

