

UC SYSTEMWIDE REQUEST for PROPOSAL (RFP)



Issued By: The Regents of the University of California
RFP ID: Systemwide IT Consulting Services #002997
RFP Date: January 17th, 2023
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The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

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REQUEST FOR PROPOSAL (RFP) EVENT AND PROCESS SUMMARY

SECTION I: ORGANIZATIONAL CONTEXT

1.1 University of California

The University of California (UC), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to academic excellence in teaching, research, health care and public service. Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources, education and innovation for the public good. The UC has approximately 285,000 undergraduate and graduate students, a workforce of 216,000, and encompasses ten campuses, six academic health centers, four law schools, a statewide Division of Agriculture and Natural Resources and is also involved in the operation and management of three national laboratories for the U.S. Department of Energy (DOE), as further detailed herein:

- **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.
- **Six Health Centers:** UC Davis, UC Irvine, UC Los Angeles, UC Riverside, UC San Diego, UC San Francisco.
- **The UC Office of the President:** a central systemwide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- **The Division of Agriculture and Natural Resources:** a statewide research and public service organization that serves a large and diverse agricultural community. The division collaborates on research with all campuses, and conducts studies at nine research and extension centers and on private land in cooperation with California producers. In addition, research and educational programs are conducted in each of the state's 58 counties.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab:** 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.

UC Procurement Services

UC Procurement Services is the centralized procurement/supply chain hub for the University of California. UC Procurement Services develops and implements systemwide supply chain strategies and policies that leverage UC's purchasing power to optimize systemwide spend.

UC Procurement Services coordinates with the entire UC system to establish systemwide agreements for goods and services that are commonly purchased at UC locations. UC systemwide agreements are created through a competitive RFP and award process that considers

the business requirements and policies of the University, along with the quality and price of goods and services.

UC Procurement Services also acts as a lead agency for OMNIA Partners (see Section 1.2 below) to create a portfolio of competitively bid contracts that benefit from the scale of UC's purchasing power. UC Procurement Services' broad range of contracts can be used by UC campuses, other higher education institutions, K-12 education systems, local and state government and nonprofit agencies nationwide.

UC Sustainable Practices Policy

The University of California, as part of its commitment to sustainability and in alignment with its mission of teaching, research and public service will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The UC values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, goods, services, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

i. **Corporate Social Responsibility (CSR) monitoring platform**

To better assess our supply chain impacts, we conduct assessments of our supplier's Corporate Social Responsibility (CSR) performance using the EcoVadis CSR monitoring platform (<https://www.ecovadis.com/>). This platform combines CSR assessment best practices and data management tools that allow organizations to demonstrate CSR management and performance. Suppliers responding to this RFP are invited to participate in an assessment through the EcoVadis platform. The supplier's acceptance and participation in this CSR assessment requires the company to agree to share their scorecard with UC. The CSR assessment of each supplier will be managed through the EcoVadis online platform, and will focus on four main themes: Environment, Labor Practices & Human Rights, Fair Business Practices and Sustainable Procurement.

1.2 OMNIA Partners – National Program

The University of California, as the Principal Procurement Agency, defined in Exhibit A, 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 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 as Exhibit C, or as otherwise agreed to. Exhibit A 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 (Exhibits A through G).

The University of California anticipates spending approximately \$20 million annually over the full potential Master Agreement term for IT Consulting Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Consulting Services purchased under the Master Agreement through OMNIA Partners is \$250 million annually. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies 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 the Supplier and OMNIA Partners.

The goal of this RFP is to establish a national contract(s). If Supplier is unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. The UC will evaluate responses in their entirety, may require patronage fees for direct solutions and determine award based on the most advantageous proposal.

SECTION II: Purpose & Objectives of the RFP

2.1 RFP Objectives

The UC invites qualified and responsible Suppliers to prepare and submit proposals to this Request for Proposal (RFP) to provide technical assessments, implementations, and other digital transformation projects that support the advancement of the UC's technology strategy (together, the "Goods and Services) all in accordance with Federal and State of California laws and the requirements of UC as further detailed in this RFP. The UC 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.

The overall objective of this RFP is to engage multiple consulting firm Suppliers to provide UC locations with a systemwide, centrally managed core of IT consulting firms to provide assessments, advisory, and delivery of various IT initiatives. Our goal is to create a strategic partnership with IT consulting firms who can work across the UC organization and foster collaboration amongst campuses and help meet the needs of national participating agencies. The selected Supplier(s) will provide IT consulting services for a variety of areas of support across the UC's campuses, health centers, and offices contained within Cloud Software Implementation, IT Security Risk Assessments, Payroll Processing and Finance Systems Assessments and Delivery, Hypercare and On-going support, Data Storage and AWS Initiatives, and other strategic initiatives. Qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to meet the needs of UC and national participating agencies most effectively.

Historically, UC systemwide annual spend for IT Consulting Services has been approximately \$20 million each year for the last two (2) fiscal years.

There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Supplier shall provide the best pricing for this RFP in Goods and/or Services.

2.2 Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda to it, is being issued by UC Procurement Services on behalf of the University of California. UC Procurement Services is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. UC Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Suppliers are not permitted to communicate with any UC employee regarding this solicitation during the period between the RFP issue date and the announcement of awards, unless authorized by UC Procurement Services sole point of contact named below.

If a Supplier is found to be in violation of this provision, the UC reserves the right to disqualify that Supplier from further consideration.

SECTION III: SCOPE OF SERVICES

3.1 General Scope

The successful IT consulting Supplier(s) will have significant experience in a minimum of two (2) or more of the following areas:

1) Software/project planning and implementations – which could include cloud, on premise, vendor, custom, etc.

- Various enterprise-wide ERP, CRM, MFT, and other systems, both at the centralized, systemwide level and at individual campuses
- Advisory and implementation service for Oracle, PeopleSoft, and other software solutions
- Planning and developing custom solutions
- Project management and execution for implementations
- Staff augmentation and support during project roll-out for defined technical roles and criteria
- Knowledge transfer and accessibility compliance
- Quality assurance and testing during all phases of the project life cycle
- Hyper care and support following project completion

2) IT Security Risk Assessments – Consulting work that can assess and implement solutions for IT Risk and Security

- Complete vendor or organizational or HIPPA risk assessments
- Complete penetration tests
- Deep expertise in the area of Cyber Security

3) Assessments and Planning – initiatives, transformation projects, and changes that require advisory

- Advisory for payroll systems, capacity, and health systems
- Overall organization development assessment and recommendation

4) On-Going Support for Software, Services – Workflows, project management, and on-going staff augmentation

- Staff augmentation
- Support configurations and functional design of internal systems like ServiceNow

5) Data and Analytics

- Advise and assist in developing data storage initiatives
- Advise in how to build and deploy scaled data management concepts using structured and unstructured data paradigms
- Provide guidance on multi-vendor engagements and broad guidance of data management

6) Infrastructure and Hosting

- Project mapping for end-to-end migrations and efficiency projects
- Project plan management and execution
- Staff augmentation and support during project roll-out for defined technical roles and criteria
- Quality Assurance and Testing during all phases of the project life cycle

Potential Areas of Engagement:

The Information Technology Services group represent a diverse set of stakeholders across the organization. Areas may include, but are not limited to:

- Educational Technology, Electronic Accessibility, IT Security and Risk Management, UC Press, California Digital Library, Campus Operations, Schools of Law, Business, and Medicine

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their IT Consulting Services nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Supplier substantially based on the terms and conditions of the UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

UC also recognizes that information technologies and services are rapidly evolving and advancing, and that Suppliers may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, UC desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at UC's sole and absolute discretion.

3.2 Agreement Term

The term of the Agreement shall commence upon execution of the Agreement and will be for a period of 5 years (the "Initial Term") with 5 optional one (1) year extensions] (the "Renewal Terms"), at the sole discretion of the UC, for a total of 10 years. Category discounts shall remain firm for the Initial Term and all Renewal Terms 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.

SECTION IV: RFP REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Timeline

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule in the Timelines section in the CalUsource portal, tabulated below. A Supplier may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

| Anticipated Timeline of events | Date |
|---|--------------------|
| RFP Release date | 1/17/2023 |
| Pre-Proposal Conference | 2/1/2023 |
| Supplier Questions Period | 2/1/2023-2/10/2023 |
| Questions deadline | 2/10/2023 |
| UC Questions Answered | 2/17/2023 |
| RFP Closing and Supplier Response | 3/3/2023 |
| Finalists Presentations | 4/29/2023 |
| Notify Apparent Awardees | 5/15/2023 |
| Negotiations complete | 8/30/2023 |
| Anticipated Award date/Contract Signature | 8/30/2023 |

The UC reserves the right to modify the above schedule of events in the Timelines section for this RFP in the CalUsource portal and make changes to other provisions in this RFP.

4.2 Pre-proposal conference

A pre-proposal virtual conference will be held on Wednesday, February 1st, 2023 at 10:00 AM PT via Zoom.

The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the RFP, as well as provide Suppliers the opportunity to ask questions about the RFP, OMNIA program, and UC's requirements. Attendance at the pre-proposal conference is highly recommended for Suppliers who intend to submit a proposal. Attendance at the conference is limited to two representatives from each participating company. Please contact the RFP Commodity Manager by email for Zoom meeting instructions. Any changes to the pre-proposal conference call requirements are at the sole discretion of the University.

Zoom Details:

<https://UCOP.zoom.us/j/3676600434> | Meeting ID: 367 660 0434

One tap mobile
+16694449171,,3676600434# US
+16699006833,,3676600434# US (San Jose)

Dial by your location

+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 213 338 8477 US (Los Angeles)
+1 669 219 2599 US (San Jose)
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 301 715 8592 US (Washington DC)
+1 646 518 9805 US (New York)

*4 (from UCOP office phone)

Meeting ID: 367 660 0434

Find your local number: <https://UCOP.zoom.us/j/980598059805>

4.3 Intent to Respond to RFP

Suppliers must confirm their intent to respond to this RFP by confirming their participation in CalUsource.

Perspective Suppliers must sign and return **Attachment 1A** – Intent to Bid and Confirmation of Ability to Meet Minimum Qualifications & Requirements Form by January 31st, 2023 (01/31/2023) via email to Hilary.Steinman@ucop.edu. Supplier must provide contact information (name, title, address, phone, and email) for the primary contact **(the one (1) person)** who will be the communications contact throughout the RFP process.

4.4 Addenda to the RFP

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

4.5. Method of Submission

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

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

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

4.6 Proposal Submission Process

Suppliers 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. Suppliers 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 Supplier's eligibility to participate in future UC business.

4.6.1 **Guidelines**

This is a prerequisite section for accessing the complete RFP package. Suppliers must read and follow the instructions for each of the following Guidelines documents.

- 1) RFP Event and Process Summary (*this document*)
- 2) Mutual NDA – The Regents of the University of California
- 3) UC Invoice Transmission and Payment and Settlement terms
- 4) UC Required Supplier Information
- 5) UC Terms and Conditions of Purchase, *dated December 14th, 2021*
- 6) UC Appendix for Data Security, *dated August 20th, 2021*
- 7) UC Appendix HIPAA Business Associate, dated August 20th, 2021
- 8) UC Appendix GDPR, dated April 27, 2021
- 9) Purchasing Agreement
- 10) Attachment A-1 Intent to Bid and Confirmation of Ability to Meet Minimum Qualifications & Requirements
- 11) OMNIA Partners Exhibits A, F & G

4.6.2 **Questionnaires**

This section contains a set of questionnaires, and Suppliers are required to respond to all questionnaires listed below. Your responses will be evaluated and graded.

- 12) General Information
- 13) Supplier Capabilities and Experience
- 14) Project Management and Service Levels
- 15) Risk Management & Compliance
- 16) Sustainability
- 17) OMNIA Questionnaire - National Capabilities
- 18) References

4.6.4 **Attachments**

This section contains the following:

- 1) Appendix A – IT Consulting Scope of Work/Requirements
- 2) Appendix B – IT Consulting Case Study Document
- 3) Appendix C – IT Consulting Pricing Matrix
- 4) Attachment D – Supplier Questions Template

Suppliers are required to respond to all proposal documents for each category in which they are submitting a response. Your responses will be evaluated and graded.

Attachments will not be accepted unless requested by UC. For Questions requiring attachments requested by UC, please label the attachments with your company name so evaluators can easily find the referenced attachment. Attachment Naming Convention example is provided below:

Questionnaire title_ Q #
E.g. Supplier Information_Q#3

4.7 Superfluous Materials

Supplier 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.

4.8 Collusion

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

4.9 Late Proposals

Late proposals will not be accepted unless it is UC's determination that UC's technical issues or other similar issues are responsible for the delay or failure.

4.10 Supplier Questions and Clarifications

An opportunity to submit questions will be allowed up to **5 pm (PT), February 10, 2023**.

Each Supplier is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to determine whether additional clarification is necessary or desirable before responding. If there are discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via email using the following instructions.

Please use **Attachment D** – Supplier Questions Template to document and submit your questions via email to Hilary.Steinman@ucop.edu.

Note: All Supplier questions will be consolidated and shared with all RFP participants without attribution on **February 17, 2023**.

4.11 Proposal Preparation Costs

All costs incurred in the preparation and submission of the proposals and related documentation, including Supplier's presentations, interviews, demonstrations, and provision of the Services to UC for independent testing purposes, will be borne by the Supplier.

4.12 Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

4.13 Errors and Omissions

If the Supplier 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 Suppliers who have access to this RFP. No Supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC was not notified and a response provided. All Addendums of Clarification will be distributed to the Proposal Participants via the CalUsource portal.

4.14 General Conditions

Please note the following requirements regarding this RFP:

- 4.14.1 Information and data distributed from UC to participating suppliers is to be used by the supplier solely for the purposes of responding to this RFP and cannot be used for any other purpose.

- 4.14.2 The initial proposals will be considered binding. Financial negotiations will continue throughout the evaluation process; however, suppliers' original financial proposals are binding.
- 4.14.3 Additional information may be solicited and accepted during the evaluation process. Modifications or corrections of oversights to the original proposal may be allowed at UC's sole discretion; however, UC cannot guarantee that revised proposal elements will be accepted.
- 4.14.4 Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFP.

4.16 OMNIA Partners Response for National Cooperative contract

4.16.1 Line of Business (LOB) Offering

Within the National Program, each Supplier awarded an item under this solicitation may offer their complete product and service offering / Line of Business (LOB). Pricing for complete product and service offering / LOB items will be determined by a percentage discount reduced from the Supplier's current published MSRP (as defined in the RFP). The pricing percentage discount offered must be entered on the LOB in the applicable price sheet(s) in the Supplier's response. The Participating Agency reserves the right to accept or reject any or all LOB items offered. Additionally, The University of California reserves the right to either accept or reject either the full or a partial product offering of LOB items for use within the UC system from awarded suppliers.

4.16.2 Federal Funds

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing 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. For goods and services provided in a situation where an agency is eligible for federal funding, Supplier 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.

4.16.3 Special Offers and/or Promotions

In addition to decreasing prices for the balance of the Agreement term due to a change in market conditions, Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier 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.

4.16.4 Exhibit A- Response for National Cooperative contract

Include a detailed response to Exhibit A – OMNIA Partners Response for National Cooperative Contract included in the OMNIA Questionnaire. Responses should highlight experience, demonstrate a strong national presence, and describe how Supplier will educate its national sales force about the contract. Supplier should also describe how products and services will be distributed nationwide and include a plan for marketing the products and services nationwide, as well as describe how volume will be tracked and reported to OMNIA Partners.

The successful Supplier will be required to sign Exhibit B – OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement

SECTION V: PROPOSAL EVALUATION AND AGREEMENT AWARD

5.1 Most Responsive and Responsible Supplier

Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose proposal, in UC's opinion, offers the greatest benefit to UC 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 UC). A responsive and responsible Supplier is one whose offer satisfies the requirements of this RFP, is considered capable of performing, and is otherwise eligible and qualified to perform in the manner stated in this RFP.

5.2 Best Value

Proposals will be evaluated by the UC using a Best Value evaluation methodology which is 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 the following objective performance criteria that may include technical capabilities, financial capabilities, past experience, quality control, price, life-cycle costs, sustainable offerings and practices, supplier diversity and National program requirements. The UC Evaluation team will examine each proposal to determine through the application of uniform criteria the ability of each Supplier to meet the UC's specifications. For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

| Criteria | Weight |
|---|--------|
| Qualitative and Sustainability Written Response | 50% |
| Pricing | 25% |
| Finalist Presentation | 25% |

5.3 Investigations

The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, interviews, sandbox testing, and make any other investigations as it deems necessary to verify the Supplier's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports or similar independent reports for further indications of the Supplier's ability.

5.4 Right to Reject

The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier 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.

5.5 Waiver

The UC may waive irregularities in a proposal if UC judges that such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

5.6 Right to Award

The UC reserves the right to award an Agreement to Supplier(s) if deemed to be in the best interests of UC, solely at the discretion of UC. The UC reserves the right to accept or reject any or all proposals, make more than one award, split the award or make no award. The UC also reserves the right to award any number of local or national Agreement(s) at the same time.

5.7 Agreement Award

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 UC and will be in writing.

5.8 Right to Interview

The UC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, UC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the response.

5.9 Right to Negotiate and Withdraw

The UC's selection may be made based on initial proposals or UC may elect to negotiate with Suppliers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Supplier offering the best value to the UC prior to the execution of an Agreement. Additionally, UC reserves the right to withdraw this RFP at any time.

5.10 Multi-Phased Initiative

This Initiative will consist of the following separate phases:

5.10.1 Phase I: Prerequisite Contract Language

Supplier must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUsource before advancing in the proposal process.

University of California Terms and Conditions - The successful supplier(s) must be willing to accept the terms of the Purchasing Agreement; UC Terms & Conditions, dated 12/14/2021; UC Appendix Data Security, dated 8/20/2021; UC Appendix HIPAA Business Associate, dated 8/10/2021; UC Appendix GDPR, dated 4/27/2021.

If there are any UC terms and conditions to which your company cannot agree to related to any of the UC contract documents listed in the above paragraph, your exception and proposed language must be included as part of your proposal response. Any exceptions not submitted with your proposal will not be considered. **NOTE: Exceptions to the UC Terms & Conditions, UC Appendix Data Security, UC Appendix HIPAA Business Associate, UC Appendix GDPR may incur scoring penalties.**

5.10.2 Phase II: Minimum Qualifications

To be considered for evaluation of UC's IT Consulting Services RFP, you need to be meet the following minimum qualifications:

- Be able to complete at least TWO (2) core competencies outlined on page 4 of this document, and in further detail in Appendix A Scope of Work document. Support and enable data sharing and project scopes of UC owned consulting engagements across The UC's campuses, health centers, laboratories and other areas to ensure transparency and access to UC historical work
 - Work successfully in a highly matrixed and complex organization

- Understand and integrate relevant trends and innovations within the consulting, transformation, and other key pillars of technical and strategy consulting.
- Produce highly effective assessments and deliverables that capture the requirements of the project without the need for revision
- Engage effectively and continually communicate with both project stakeholders and also functional leadership
- Manage long-term relationship strategy by regularly communicating with UC Systemwide procurement to deliver quarterly business updates, and run an annual “State of the Relationship” review with both campus and systemwide leadership present
- Embrace a “systemwide first” mindset, with use and adoption of the systemwide agreement and utilizing previous work from other campuses to draw upon institutional knowledge
- Function as an extension of UC technology and operations staff, quickly integrating feedback, and delivering high-quality, strategic deliverables
- Provide both insightful executive level counsel as well as quality tactical level execution
- Engage and understand key issues that impact UC systemwide and share both scopes of work and previous projects amongst all campuses
- Troubleshoot any project budget issues with lowest-cost solutions and cost-saving alternatives
- Counsel and advise effectively at all levels of the organization

UC will review responses to determine if a Supplier meets the minimum qualifications. Only those proposals deemed to meet the minimum qualifications will be evaluated and scored.

Finalists will be identified based on the quality and responsiveness of the written proposals.

5.10.3 **Phase III: Finalist Presentations** (at UC discretion)

- a. The identified finalists resulting from Phase II will advance to Phase III.
- b. Suppliers may be requested to conduct a live virtual presentation to demonstrate Suppliers’ ability to provide the Services. However, UC may determine that 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 Supplier for any costs associated with the Phase III process.

5.11 **Pricing and Incentives**

- 5.11.1 Pricing for Services is being requested within the IT Consulting Services RFP Pricing Template document to this RFP and is to be completed and uploaded within the defined Attachments section of CalUSource.

Utilizing the excel pricing proposal template, Supplier shall provide the pricing requested in the financial pricing template provided.

The RFP process will not allow for multiple best and final offers. One initial bid and one best and final offer among the selected finalists are anticipated, and additional offers will not be accepted. Suppliers should provide their best offer with initial bid.

5.11.2 Pricing/Discount Structures resulting from this RFP process shall remain firm for the initial period of any Agreement awarded pursuant to this RFP. Suppliers are encouraged to provide details of and propose additional discounts for volume orders, special manufacturer offers, minimum order quantity, free goods program, total annual spend, etc.

5.12 No Mandatory Use

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

5.13 Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing Agreements with other Suppliers, or may be outside the scope of this RFP and may not be included in any awarded contract or may be included on a limited basis.

5.14 Offshoring of Services

UC will not, as a part of a contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agrees to the warranties in Article 6 of UC's Terms & Conditions of Purchase. Additionally, Supplier must do one of the following in its proposal:

- 5.14.1 Certify under penalty of perjury that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
- 5.14.2 Describe in its proposal any parts of the services that will be performed by workers outside of the United States.

5.15 Disclosure of Records/Confidentiality of Information

- 5.15.1 All Proposal responses and related documents, submitted to UC in response to this RFP become the exclusive property of UC upon receipt and will not be returned.
- 5.15.2 Proposal response(s), which are incorporated into any resulting Agreement(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, will be kept for a period of one (1) year 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."
- 5.15.3 Should a request be made of the University of California for access to information designated confidential or trade secret by the Supplier, and UC denies the request based on that designation, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.16 Specifications and Exceptions

Unless documented as an Exception, the submission of a proposal will confirm Supplier's acceptance of all RFP specifications. In documenting an Exception to the RFP specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFP specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFP specifications. If Supplier does not document an Exception regarding the RFP specifications and it is found that goods and/or services delivered do not meet the RFP specifications, Supplier will be required to correct same at Supplier's expense. Supplier is cautioned that if UC does not approve Supplier's request for exception to the RFP specifications, and Supplier does not withdraw the request, the proposal may be deemed non-responsive and ineligible for award.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("UC") and the supplier named below ("Supplier").

WHEREAS UC and Supplier (each, a "Party" and together, the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself;

NOW, THEREFORE, the Parties agree as follows:

1. Confidential information of a Party may include but is not limited to a Party's (a) business plans, methods, and practices; (b) personnel, customers, and suppliers; (c) inventions, processes, methods, products, patent applications, and other proprietary rights; or (d) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information.
2. When the other Party informs the receiving Party ("Recipient") in writing that information disclosed is confidential ("Confidential Information"), the Recipient shall, for a period of three (3) years from the date of disclosure, refrain from disclosing the Confidential Information to any third party without prior, written approval from the disclosing Party and shall protect the Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to the Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise used or disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach without the necessity of posting a bond or any other security and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by law.

6. To the extent permitted by law, the Recipient shall promptly notify the disclosing Party of any disclosure of the Confidential Information in violation of this Agreement or in response to any subpoena or other legal process requiring production or disclosure of the Confidential Information.

7. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

8. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

9. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

10. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed pursuant to this Agreement shall survive termination of this Agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SUPPLIER

Signature

Name of Supplier

Signature

Printed Name

Printed Name

Title

Title

Address

Address

Date

Date

Instructions

1. This template can be used to download and update the guidelines in an event.
2. This template does not support the creation or deletion of guidelines.
3. The guideline name is limited to 100 characters.
4. This template will work for updating guidelines only in the event from which it is downloaded.
5. Only the “Guideline name” and “Guideline content” are open for editing.

| | |
|-------------------------------------|--|
| Guideline sequence number | |
| Guideline number | 639b656f422df31ad85ee0a7 |
| Guideline name | 1.3 UC Invoice Transmission and Payment and Settlement Terms |
| Guideline type | General Guidelines |
| Acknowledgment from Supplier | Before participating in the event |
| Guideline content | <p>Invoice Transmission</p> <p>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 campuses with a normalized input file. Other campuses have the ability to collect EDI and/or cXML data directly from suppliers.</p> <p>Payment and Settlement Terms</p> <p>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.</p> |

1.3 UC Invoice Transmission and Payment and Settlement Terms

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Instructions

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1.4 UC Required Supplier Information

| | |
|-------------------------------------|--|
| Guideline sequence number | |
| Guideline number | 639b656f422df31ad85ee0a8 |
| Guideline name | 1.4 UC Required Supplier Information |
| Guideline type | General Guidelines |
| Acknowledgment from Supplier | Before participating in the event |
| Guideline content | <p>Please accept the linked Required Supplier Information before proceeding with a response. UC reserves the right to update the Required Supplier Information at any time before the executed contract.</p> <p>UC Required Supplier Information</p> |

Instructions

1. This template can be used to download and update the guidelines in an event.
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| | |
|-------------------------------------|--|
| Guideline sequence number | |
| Guideline number | 639b656f422df31ad85ee0a9 |
| Guideline name | 1.5 UC Terms and Conditions |
| Guideline type | Terms and Conditions |
| Acknowledgment from Supplier | Before participating in the event |
| Guideline content | <p>Please accept the linked terms and conditions before proceeding with a response. UC reserves the right to update the terms and conditions at any time before the executed contract.</p> <p>UC Terms and Condition</p> |



ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
 - 1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 - 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
 - 1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 - 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 - 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 - 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 - 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 - 6. Clearly document the cybersecurity responsibilities of each party;
 - 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 - 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 - 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 - 10. Prevent unauthorized access to Institutional Information and IT Resources;
 - 11. Prevent unauthorized changes to IT Resources;
 - 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remediating the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

- Protection Level 1
- Protection Level 2
- Protection Level 3
- Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. Animal Research Data.
- B. Controlled Technical Information (CTI).
- C. Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. Defense Department: Covered Defense Information (CDI).
- E. Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. GDPR personal data.
- G. GDPR special data.
- H. Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. Human Subject Research Data.
 - 1. Identified.
 - 2. Anonymized.
- K. Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ITAR/EAR-controlled data.
- M. Payment card data (PCI, PCI DSS).
- N. Personally identifiable information – PII.
- O. Student data, whether or not subject to FERPA.
- P. Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>.

- Q. Other: _____
- R. Other: _____
- S. Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. California Confidentiality of Medical Information Act (CMIA) *.
- B. California Consumer Privacy Act (CCPA).
- C. California Information Practices Act (IPA).
- D. European Union General Data Protection Regulation (GDPR)*.
- E. Family Educational Rights and Privacy Act (FERPA) *.
- F. Federal Policy for the Protection of Human Subjects (“Common Rule”).
- G. Genetic Information Nondiscrimination Act (GINA).
- H. Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. The Fair and Accurate Credit Transaction Act (FACTA).
- L. The Fair Credit Reporting Act (FCRA).

Data Security

- M. Chemical Facility Anti-Terrorism Standards (CFATS).
- N. Defense Federal Acquisition Regulations (DFARS).
- O. Export Administration Regulations (EAR).
- P. Federal Acquisition Regulations (FARS).
- Q. Federal Information Security Modernization Act (FISMA).
- R. International Traffic in Arms Regulations (ITAR).
- S. Payment card data (PCI, PCI DSS).
- T. Toxic Substances Control Act (TSCA).
- U. Other: _____
- V. Other: _____
- W. Other: _____
- X. Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

Instructions

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5. Only the “Guideline name” and “Guideline content” are open for editing.

| | |
|-------------------------------------|--|
| Guideline sequence number | |
| Guideline number | 63bdf5dde2e97214d004e024 |
| Guideline name | 1.7 UC Appendix HIPAA Business Associate |
| Guideline type | General Guidelines |
| Acknowledgment from Supplier | Before participating in the event |
| Guideline content | UC Appendix HIPAA Business Associate Agreement |

Instructions

1. This template can be used to download and update the guidelines in an event.
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| | |
|-------------------------------------|--|
| Guideline sequence number | |
| Guideline number | 63bdf8052f7a3b1dd85b61db |
| Guideline name | 1.8 UC Appendix GDPR |
| Guideline type | General Guidelines |
| Acknowledgment from Supplier | Before participating in the event |
| Guideline content | Please reference the UC's Appendix GDPR, dated April 27, 2021. |



The Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, [Buyer: if applicable, add name of campus], and the supplier named below (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority. [Buyer: if desired, edit this paragraph or section 1 below, to indicate that this is a master services agreement, an independent contractor agreement, a professional services agreement, or other specific type of agreement, as the case may be.]

1. Statement of Work

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

2. Term of Agreement/Termination

- a) [Buyer: select one of the following alternatives, but approval must first be obtained pursuant to BUS-43 before providing for a term exceeding 10 years (initial term plus all renewal terms)]

The term of the Agreement will be from Date and through Date and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from Date and through Date (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for Number successive Number -year periods (each, a Renewal Term), by providing Supplier with at least Number calendar days’ written notice before the end of the Initial Term or any Renewal Term. [Buyer: Number of days will depend on Goods and Services, and time needed to obtain replacement if necessary.]

- b) UC may terminate the Agreement for convenience by giving Supplier at least Number calendar days' written notice. [Buyer: UC standard is 30 days; subject to negotiation.]
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least Number days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement. [Buyer: UC standard is 15 days; subject to negotiation.]

3. Purchase Order; Advance Payments

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

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

Refer to Statement of Work or Purchase Order for Pricing. [Buyer: add the following language for systemwide agreements: For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

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

Invoicing Method

[Buyer: To require a specific Invoicing Method, specify the Invoicing Method here.] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method: **[Buyer: Specify Invoicing Method in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).]**

[Buyer: Insert as applicable if UC will pay freight or shipping/handling expenses] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **[Buyer: Customize preceding language as necessary, and insert detail here]**

All invoices must clearly indicate the following information:

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

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

Settlement Method and Terms

[Buyer: To require a specific Settlement Method and/or Terms, make such provisions here. This section may be used to customize terms that are set forth in the Matrix – for instance, to provide that the prompt payment discount will be 1.5% rather than 2.0%, or that prompt payment will be considered to be 20 days rather than 10 days.] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **[Buyer: Specify Settlement Method and/or Terms, in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).]**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. **[Buyer: If Email is unacceptable, omit the immediately preceding sentence, the Email address fields below, and the Email provision in the Insurance provision. Delete the notice block below, as appropriate, when the Goods and/or Services are not subject to an Appendix – Data Security, Appendix – Business Associate, and/or Appendix – General Data Protection Regulation. If the Goods and/or Services are subject to an Appendix – Data Security, the suggested contact is your Information Security Officer. If the Goods and/or Services are subject to an Appendix – Business Associate, the suggested contact is your local Privacy Officer. If the Goods and/or Services are subject to an Appendix – General Data Protection Regulation, the suggested contact is your local campus Privacy Officer.]**

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

To UC, regarding contract issues not addressed above:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

To Supplier:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

6. Intellectual Property, Copyright and Patents [select one]

The Goods and/or Services involve Work Made for Hire

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

7. Patient Protection and Affordable Care Act (PPACA) [select one]

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

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

8. Prevailing Wages [Check if Prevailing Wage requirement does not apply]

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

9. Fair Wage/Fair Work

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

10. Federally Funded Contracts, Grants, and Cooperative Agreements

[Buyer: include this section ONLY if you have knowledge of the prime award number]

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

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

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

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **[Buyer: insert Supplier name]**.

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

[Buyer: Use this section to add provisions that apply to the specific type of Goods and/or Services – for instance, research, photography, advertising, event hosting, etc.]

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated _____ are hereby amended as follows:

[Buyer: Indicate in this section which T&C provisions are deleted or amended. This will address T&C provisions with which the Supplier takes exception. If the Agreement relates to a research grant, Buyer may want to amend Article 19, Audit Requirements to reflect a 7-year retention.]

16. Amendments to Appendix – Data Security

The UC Appendix – Data Security, dated _____ is hereby amended as follows:

[Buyer: Indicate in this section which Appendix – Data Security provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

17. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated _____ is hereby amended as follows:

[Buyer: Indicate in this section which Appendix – Business Associate provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

18. Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation, dated _____ is hereby amended as follows:

[Buyer: Indicate in this section which Appendix – General Data Protection Regulation provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

19. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. [Buyer: insert Purchase Agreement Title/#]
- b. [Buyer: insert Prime Contract #]
- c. [Buyer: insert UC Terms and Conditions of Purchase or Contract Addendum - UC Required Terms]
- d. [Buyer: insert UC Appendix – Data Security]
- e. [Buyer: insert UC Appendix - Business Associate (HIPAA)]
- f. [Buyer: insert UC Appendix – General Data Protection Regulation (GDPR)]
- g. Statement of Work – Attachment A
- h. [Any additional documents necessary, with all incorporated documents being in order of precedence. Buyer may reference the Supplier’s proposal and quote as long as the Supplier’s T&C’s are removed or there aren’t any conflicts with the UC T&C’s.]

[Buyer: Re-order these items as necessary in order to reflect your desired order of precedence]

20. Entire Agreement

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

Attachment 1A

Intent to Bid and Confirmation of Ability to Meet Minimum Qualifications & Requirements

| | | |
|------------|--|--------------------------|
| To: | Hilary Steinman by 1/31/2023 | Hilary.steinman@ucop.edu |
| From: | Supplier Full Legal Name: | |
| | Primary Contact Name: | |
| | Primary Contact Phone: | |
| | Primary Contact Email: | |
| Re: | RFP# 002997 for Systemwide IT Consulting Services | |

We have reviewed the contents of the RFP for **Systemwide IT Consulting Services** and our intent to bid is given below. If we have elected not to bid, we will destroy any printed copies of the RFP.

We understand that our intent to bid must be e-mailed to Hilary Steinman at the email address listed above no later than end of business day, January 31st, 2023.

We intend to bid on the Systemwide IT Consulting Services RFP

We intend to bid on at least TWO (2) of the following core competencies (please check which ones):

- Software/project planning and implementations
- IT Security Risk Assessments
- Assessments and Planning
- On-Going Support for Software, Services
- Data and Analytics
- Infrastructure and Hosting

We certify that we can agree to the Supplier Requirements as outlined in Section 5.10.1 RFP Event and Process Summary and the Guidelines Section in CalUSource

We certify that we can meet all Minimum Qualifications as outlined below and in Section 5.10.2 RFP Event and Process Summary:

- Supplier must be able to bid on at least TWO (2) of the outlined core competencies
- Supplier must be in business for at least THREE (3) years
- Supplier must be a consulting firm as per the following definition: a business comprised of industry-specific experts who offer advisory, project management/implementation, and actionable solutions to organizations. We will not accept submissions from recruiting agencies, staffing agencies, or other types of contingent labor firms as this is not a staffing RFP.

We do not intend to bid and have provided a brief explain below:

Supplier signature acknowledges that Supplier meets all minimum qualifications and confirmation they have reviewed and understand the RFP requirements.

[SUPPLIER NAME]

(Signature)

(Printed Name, Title)

(Date)

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1.11 Intent to Bid Confirmation

| | |
|-------------------------------------|--|
| Guideline sequence number | |
| Guideline number | 63a38b188500e4171ca8f100 |
| Guideline name | 1.11 Intent to Bid Confirmation |
| Guideline type | General Guidelines |
| Acknowledgment from Supplier | Before participating in the event |
| Guideline content | Please complete and submit the attached document identifying your intent to bid on this RFP. Additionally, the RFP's minimum requirements are listed on the document. If you are unable to qualify for this RFP based on our requirements, please do not submit a bid. |

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

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 Systemwide IT Consulting 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 - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

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 three percent (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). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$250 million 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 and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, 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;

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

- 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;
- 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.

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 cooperative 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 the cooperative 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 cooperative 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 13, 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

OMNIA PARTNERS EXHIBITS
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:

Before January 1, 2023:

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

On or after January 1, 2023:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: President

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

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.

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

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

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**”), in its capacity as the cooperative administrator, 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.
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 that 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

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

(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 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.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

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

CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

|  | | | | | | | | | | | | | | Supplier Name: | | Total Sales \$0.00 | |
|---|----|------|----------------|------------------|------|-------|-------------|------------------|--------------|-------------|-----------|-------|----------|---------------------------|------------|------------------------|--|
| | | | | | | | | | | | | | | Contract Number: | | Admin Fee % | |
| | | | | | | | | | | | | | | Reporting Period: | | Total Admin Fee \$0.00 | |
| | | | | | | | | | | | | | | FOR OMNIA USE ONLY | | | |
| Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee | Notes | Wildcard | Uniquelid | Rebate Due | Rebate Name | |
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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

Before January 1, 2023:

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

On or after January 1, 2023:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Controller

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

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 cooperative 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 the cooperative 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 cooperative 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 13, 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

OMNIA PARTNERS EXHIBITS
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
5001 Aspen Grove
Franklin, TN 37067
Attention: President

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT B - ADMINISTRATION AGREEMENT EXAMPLE FOR UCOP

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.

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

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

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**”), in its capacity as the cooperative administrator, 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.
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 that 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

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

(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 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.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM MANAGEMENT, LLC

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

Before January 1, 2023:

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

On or after January 1, 2023:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Controller

- 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**”), in its capacity as the cooperative administrator, 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

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR
UCOP

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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

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 that 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.

OMNIA PARTNERS EXHIBITS

EXHIBIT C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT EXAMPLE FOR UCOP

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.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal

Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

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

OMNIA PARTNERS EXHIBITS
EXHIBIT E – CONTRACT SALES REPORTING TEMPLATE

| | | | | | | | | | | | | | | | | | | |
|---|--|--|----------------------|----|-----------------|----------------|------------------|------|-------|-------------|------------------|--------------|-------------|-----------|---------------------------|----------|----------|------------|
|  | | | Supplier Name: | | Total Sales | \$0.00 | | | | | | | | | FOR OMNIA USE ONLY | | | |
| | | | Contract Number: | | Admin Fee % | | | | | | | | | | | | | |
| | | | Reporting Period: | | Total Admin Fee | \$0.00 | | | | | | | | | | | | |
| | | | Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee | Notes | Wildcard | Uniqueld | Rebate Due |
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OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

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(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a
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contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

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provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

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to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES:

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- (ii)
 - (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Commented [SP1]: Remove section through (vi) if not for a Food or related contract where National School Lunch Program (NSLP), School Breakfast Program (SBP), and/or Child Nutrition program may apply.

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Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Commented [SP2]: Remove if solicitation is not for potential construction work

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

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1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which

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is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

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commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

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applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

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compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of

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amounts in excess of \$150,000 under a federal grant.

- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

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participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(l); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

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Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

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manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

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15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|--------|---|
| DOC #1 | Statement of Ownership Disclosure |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran, Russia and Belarus |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | McBride-Principles |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| | |
| | |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|--|--------|--|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|--|--|
| | Reference: VII-H |
| Name of Form: | NON-COLLUSION AFFIDAVIT |
| Statutory Reference: | No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
(name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|---------------|---------------|
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|---|---------------------------------|
| Subscribed and sworn before me this ___ day of _____, 2__. | _____ |
| (Notary Public) | (Affiant) |
| My Commission expires: | _____ |
| | (Print name & title of affiant) |
| | (Corporate Seal) |

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT H - ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|--------------------------|-------------------------------|------------------------------|--------------------------|
| State of Alabama | State of Hawaii | Commonwealth of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma | Commonwealth of Virginia |
| State of Connecticut | Commonwealth of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | Commonwealth of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT

DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT

KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT

PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT

WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT

BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER

CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR

FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR

LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR

MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR

PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR

PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR

SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR

ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR

WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29

CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS

RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT

HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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Questionnaire Name: * 1.13 General Information

Questionnaire Type: Technical

Questionnaire Description: General Company Information

| SECTION NAME | QUESTION NUMBER | QUESTION TITLE | QUESTION WEIGHT | RESPONSE OPTIONS | RESPONSE TO QUESTION |
|---|-----------------|--|-----------------|------------------|--|
| Provide general information on your company, including: | 1 | * Full name; Legal and Trade Name | 0.000% | - | |
| Provide general information on your company, including: | 2 | * Authorized Negotiator (name and email address of a person(s) in your organization authorized to negotiate contract terms and render binding decisions on contract matters | 0.000% | - | |
| Provide general information on your company, including: | 3 | * Address | 0.000% | - | |
| Provide general information on your company, including: | 4 | * Phone Number & Fax Number | 0.000% | - | |
| Provide general information on your company, including: | 5 | * Website Address | 0.000% | - | |
| Provide general information on your company, including: | 6 | * Parent Company (if operating as a subsidiary or affiliate) | 0.000% | - | |
| Provide general information on your company, including: | 7 | * Indicate Entity Type; partnership, corporation, individual, etc. | 0.000% | - | |
| Provide general information on your company, including: | 8 | * Public or Private Company | 0.000% | - | Select |
| Provide general information on your company, including: | 9 | * Date Company Founded | 0.000% | - | |
| Provide general information on your company, including: | 10 | * State of Incorporation or Formation | 0.000% | - | |
| Provide general information on your company, including: | 11 | * List of branch offices or other subordinate elements that will perform or assist in performing work herein | 0.000% | - | |
| Provide general information on your company, including: | 12 | * Do you intend to use subcontractors? If yes, provide the name, address, and phone number of any subcontractor that you will obtain via contract to perform any portion of work proposed in this RFP. | 0.000% | - | |
| Operational Company Information | 13 | * Do you outsource any administrative services to a third-party provider? If so, provide details. | 0.000% | - | |
| Operational Company Information | 14 | * Submit audited financial statements for the past two (2) years in order to establish financial viability. | 0.000% | - | This question type is not supported on the Excel file. Supplier response must be viewed online. |
| Operational Company Information | 15 | * Provide your organization's Dun and Bradstreet number. | 0.000% | - | |

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|---------------------------------|----|---|--------|---|--|
| Operational Company Information | 16 | Has your organization experienced recent merger or acquisition activity, or has any such pending activity been publicly disclosed? If so, describe, specifically addressing any reorganization or operational changes that would affect your product or services. | 0.000% | - | |
| Operational Company Information | 17 | * Are there any recent or anticipated changes in your organizational structure (e.g. key personnel, consolidation of operations, new service centers) that would impact UC. Include a project plan and timeline if applicable. | 0.000% | - | |
| Operational Company Information | 18 | * Is any litigation pending against your organization? If so, give details. | 0.000% | - | |
| Operational Company Information | 19 | * Has your company ever filed for bankruptcy? If so, when and what is the current status of your filing? | 0.000% | - | |
| Operational Company Information | 20 | * Provide the following information relative to your current Book of Business: A.) Total Clients B.) Total Clients with similar size as the UC | 0.000% | - | |
| Operational Company Information | 21 | * Describe your company experience with customers in Higher Education and/or academic medical centers. | 0.000% | - | |
| Operational Company Information | 22 | * Summarize in 500 words or less why you are a match for UC and why UC should select your organization over your competitors. Emphasize how you are different from your competitors. | 0.000% | - | |
| Operational Company Information | 23 | * If Supplier is a current or previous UC Service Provider, give the agreement term dates, agreement number, contracting department, services provided and agreement revenue of agreement(s) for the prior five (5) years. | 0.000% | - | |
| Operational Company Information | 24 | * Provide the primary contact information for the person responsible for your proposal. Include name, title, address, phone number, and email address. | 0.000% | - | |
| Operational Company Information | 25 | Are any of the members of your board of directors, officers, employees, or consultants affiliated with UC? If so, describe the relationship. Are any of these individuals responsible, in whole or in part, for the preparation of your | 0.000% | - | |
| Operational Company Information | 26 | Provide three (3) current client references and two (2) terminated client references. Provide the company name, individual name, title and contact information, and the dates the client is/was active. Priority should be given to California clients. | 0.000% | - | |

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Questionnaire Name: * 1.14 Capabilities and Experience

Questionnaire Type: Technical

Questionnaire Description: Below is a questionnaire focused on our internal IT processes. In order to participate in this RFP, the supplier must be able to respond and provide services in at least TWO (2) of the below core competencies for our project scope. If the supplier is unable to provide at least TWO (2) of the below, then they will be disqualified from the RFP. If the supplier does not provide a service listed, please answer "NO" to the first question of the section, and leave the remaining questions blank.

| SECTION NAME | QUESTION NUMBER | QUESTION TITLE | QUESTION WEIGHT | RESPONSE OPTIONS | RESPONSE TO QUESTION |
|---|-----------------|--|-----------------|------------------|----------------------|
| Software Planning and Implementations: Oracle, Concur, and others | 1 | * ANSWER Y/N: Are you able to provide advisory and implementation services for ANY of the following softwares: Oracle/PeopleSoft, Salesforce, GEP, Ellucian, Microsoft, IBM | 0.000% | - | Select |
| Software Planning and Implementations: Oracle, Concur, and others | 2 | What specific types of projects have you supported within the Software Cloud Implementation space? Have any of these projects been within a higher education institution? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 3 | Are these software solutions able to integrate with existing systems? If so, which ones? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 4 | What % of your business is in the IT Security space? | 100.000% | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 5 | What are the key features of your products and services that will realize the improvements outlined in the scope? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 6 | Describe your process for documenting the current state and planning the future state of an application and its dependent architecture | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 7 | How do you define Acceptance Criteria on individual projects? If there is a quality issue, describe your best approach to client resolution. | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 8 | What testing/QA is provided by the supplier for software changes? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 9 | How are requirements gathered and documented? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 10 | What knowledge transfer takes place for improvements made? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 11 | What warranty exists on the code changes, in other words, if regression is introduced - who fixes it? | Informative | - | |
| Software Planning and Implementations: Oracle, Concur, and others | 12 | Describe your experience in, and approach to, managing client relationships of support for the entire project lifecycle from initial engagement, implementation, change management, and maintenance. | Informative | - | |
| IT Security | 13 | * ANSWER Y/N: Are you able to provide advisory, assessments, and remediation services for matters related to IT Security and its relevant softwares, infrastructure and architecture? | 0.000% | - | Select |
| IT Security | 14 | What specific types of projects have you supported within the IT Security and Risk space? Have any of these projects been within a higher education institution? | Informative | - | |
| IT Security | 15 | How do you define Acceptance Criteria on individual projects? If there is a quality issue, describe your best approach to client resolution. | Informative | - | |

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|---|----|--|-------------|---|--------|
| IT Security | 16 | Describe your experience in, and approach to, managing client relationships of support for the entire project lifecycle from initial engagement, implementation, change management, and maintenance. | Informative | - | |
| IT Security | 17 | Are you familiar with IS3 and associated requirements? If you do not follow IS3, then what comparable standard do you follow? | Informative | - | |
| IT Security | 18 | Do remediation services offer hands-on keyboard fixes or recommendations? | Informative | - | |
| IT Security | 19 | What experience/certifications does your security team have as a baseline? | Informative | - | |
| IT Security | 20 | What % of your business is projects in the IT Security space? | Informative | - | |
| IT Security | 21 | How do you gather current state data? What documentation do you generate based on current state information gathered? | Informative | - | |
| IT Security | 22 | What current security standards and certifications do you you meet? This includes GDPR, NIST, ISO 27001, etc. | Informative | - | |
| Assessments and Planning | 23 | * ANSWER Y/N: Are you able to provide IT assessments, capacity assessments, transformation projects, and other change management projects as one of your core competencies? | 0.000% | - | Select |
| Assessments and Planning | 24 | How much of your business is Professional Services/Consulting vs. Managed Service Providers/SaaS? | Informative | - | |
| Assessments and Planning | 25 | What is the minimum level of experience your Project Managers have? | Informative | - | |
| Assessments and Planning | 26 | Will you staff work part-time hours to align with UCs? Are they located out of country and if so what security measures do you take to ensure compliance with client's policies and procedures? | Informative | - | |
| Assessments and Planning | 27 | Do you require a UC Project Manager to work with your firm's Project Manager or will the firm's project manager lead UC work too? | Informative | - | |
| On-Going Support for Software, Services | 28 | * ANSWER Y/N: Are you able to provide staff augmentation, hypercare, and other forms of on-going support as one of your core competencies? | 0.000% | - | Select |
| On-Going Support for Software, Services | 29 | * How do you handle changing requirements? What constitutes a change order and what can be absorbed? | 0.000% | - | |
| On-Going Support for Software, Services | 30 | * Describe your experience in, and approach to, managing client relationships of support for the entire project lifecycle from initial engagement, implementation, change management, and maintenance. | 0.000% | - | |
| On-Going Support for Software, Services | 31 | * What additional expertise could your firm offer The UC's IT Consulting? - e.g. data science, AI, machine learning, CIO leadership consulting, etc. | 0.000% | - | |
| On-Going Support for Software, Services | 32 | * What has your firm innovated, or particularly innovative work produced, in the past 12 months? | 0.000% | - | |
| On-Going Support for Software, Services | 33 | * Describe any innovations your team is looking to incorporate into your services offering in the next 12-18 months. | 0.000% | - | |

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|---|----|--|-------------|---|--------|
| On-Going Support for Software, Services | 34 | * How do you identify and validate data to ensure testing is run efficiently, functionality in systems is achieved/maintained, and that project intent is met? | 0.000% | - | |
| On-Going Support for Software, Services | 35 | * Do you have defined SMEs that can identify challenges in project design, but also are able to support and guide decision-making at the stakeholder level? Please explain | 0.000% | - | |
| On-Going Support for Software, Services | 36 | * Please explain for your approach to trouble-shooting technical issues, before, during, and after implementations. How do you mitigate technical and design gaps? | 0.000% | - | |
| On-Going Support for Software, Services | 37 | * If providing ad hoc support to The UC's IT departments, what is your standard timeframe for onboarding to the department? | 0.000% | - | |
| On-Going Support for Software, Services | 38 | * What testing automation is in place and what tools are used? Will UC get access to these automation scripts/tools? | 0.000% | - | |
| On-Going Support for Software, Services | 39 | Will your staff join sev1 incidents? What change management procedures are followed by your team? How do you correct an error? What credits are given in case of failure/mistakes? | Informative | - | |
| On-Going Support for Software, Services | 40 | * What change management procedures are followed by your team? | 0.000% | - | |
| Data/Analytics | 41 | * ANSWER Y/N: Are you able to provide advisory, assessments, and analysis to The UC using the following tools and methods: Tableau, Qlikview, Cognos, Data Lakes | 0.000% | - | Select |
| Data/Analytics | 42 | Please describe the tools you utilize for reporting and your method for telling the story of an assessment with data | Informative | - | |
| Data/Analytics | 43 | What projects can you speak to in this space? Have any of these projects been within a higher education institution? | Informative | - | |
| Data/Analytics | 44 | How do you define Acceptance Criteria on individual projects? If there is a quality issue, describe your best approach to client resolution. | Informative | - | |
| Data/Analytics | 45 | Describe your experience in, and approach to, managing client relationships of support for the entire project lifecycle from initial engagement, implementation, change management, and maintenance. | Informative | - | |
| Data/Analytics | 46 | What projects can you speak to in this space? | Informative | - | |
| Data/Analytics | 47 | Do you offer services to build data/analytic solutions or to write reports on top of established solutions or both? | Informative | - | |
| Data/Analytics | 48 | What % of your projects are centered in data and analytics space? | Informative | - | |
| Infrastructure and Hosting | 49 | * ANSWER Y/N: Are you able to provide advisory and implementation services for ANY of the following softwares: AWS, GCP, Azure, OCI | 0.000% | - | Select |
| Infrastructure and Hosting | 50 | What projects can you speak to in this space? Have any of these projects been within a high education institution? | Informative | - | |
| Infrastructure and Hosting | 51 | Provide an overview of your approach to managing a multiyear, enterprise-wide data center migration. | Informative | - | |

| | | | | | |
|----------------------------|----|--|-------------|---|--|
| Infrastructure and Hosting | 52 | Describe your project management approach for data center relocations/migrations. Include your approach for promoting collaboration on integration points. | Informative | - | |
| Infrastructure and Hosting | 53 | How do you define Acceptance Criteria on individual projects? If there is a quality issue, describe your best approach to client resolution. | Informative | - | |
| Infrastructure and Hosting | 54 | Describe your experience in, and approach to, managing client relationships of support for the entire project lifecycle from initial engagement, implementation, change management, and maintenance. | Informative | - | |
| Infrastructure and Hosting | 55 | Are you a preferred partner for any cloud providers? Share which ones and describe the relationship of each. | Informative | - | |
| Infrastructure and Hosting | 56 | How do you successfully knowledge transfer and document work? | Informative | - | |
| Infrastructure and Hosting | 57 | What % of your work is cloud based (provide % per IaaS - ex. AWS = 10%, GCP 30%, non-cloud = 60%) | Informative | - | |
| Infrastructure and Hosting | 58 | Do you offer advisory, implementation, audit, optimization, and/or security services | Informative | - | |
| Infrastructure and Hosting | 59 | What % of your work is automated and what tools are used? | Informative | - | |
| Infrastructure and Hosting | 60 | Will the automation code be shared with UC as part of SOW or will it be proprietary? | Informative | - | |
| Infrastructure and Hosting | 61 | How does your company stay current on cloud changes/improvements? | Informative | - | |
| Infrastructure and Hosting | 62 | What FinOps services/expertise do you provide? | Informative | - | |
| Infrastructure and Hosting | 63 | What % of your projects are in the hosting space? | Informative | - | |

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Questionnaire Name: * 1.15 Project Management and Service Levels

Questionnaire Type: Technical

Questionnaire Description: The below questions capture The UC's expectation for project management and service on projects at a high-level. These questions help The UC to understand your firm's decision-making, resource deployment, and operational expertise.

| SECTION NAME | QUESTION NUMBER | QUESTION TITLE | QUESTION WEIGHT | RESPONSE OPTIONS | RESPONSE TO QUESTION |
|--------------------------------------|-----------------|---|-----------------|------------------|----------------------|
| General Consulting Practices | 1 | * Describe your onboarding process for new clients, and also project kick-off process once an engagement has been signed onto. | 0.000% | - | |
| General Consulting Practices | 2 | * Is Information Technology a core competency of your firm? Name the key focus areas both within and outside of IT that are core competencies and knowledge specialties of your firm. | 0.000% | - | |
| General Consulting Practices | 3 | * Do you have defined templates and models for project planning and scopes of work? | 0.000% | - | |
| General Consulting Practices | 4 | * How do you determine appropriate staffing for a project? Is there a minimum level of experience required for staff and personnel allotted to The UC? | 0.000% | - | |
| General Consulting Practices | 5 | * Do you plan to outsource or provide offshore resources for any component of the services requested? Please describe in your proposal any parts of the services that will be performed by workers outside of the United States. | 0.000% | - | |
| General Consulting Practices | 6 | * Describe how your firm maintains project plans, estimations, specifications, flowcharts, and presentations. | 0.000% | - | |
| General Consulting Practices | 7 | * How long does it take for your resources to be available once the SOW has been signed? Will resources change throughout the engagement or are they committed? Can UC interview the resources and select best fit or are they pre-qualified? | 0.000% | - | |
| Project Management and Communication | 8 | * Describe your experience in, and approach to, managing client relationships of support for the entire project lifecycle from initial engagement, implementation, change management, and maintenance. | 0.000% | - | |
| Project Management and Communication | 9 | * Describe communication tools you use internally for workflows and project team approvals. | 0.000% | - | |
| Project Management and Communication | 10 | * Are there any communication or project management tools you use with external clients? If so, please outline which tools and if there are requirements for adoption. | 0.000% | - | |
| Project Management and Communication | 11 | * Will there be a defined point of contact for UC's systemwide relationship, and what are the expectations for availability and allotted time to account versus other clients? | 0.000% | - | |
| Project Management and Communication | 12 | * How are resources and support staff determined for client? Will there be a "lead" or "point" person defined for UC projects? | 0.000% | - | |
| Project Management and Communication | 13 | * How often does vendor staff change and what happens if a resource is not working out? | 0.000% | - | |
| Project Management and Communication | 14 | * If there is a change to account management, how is this communicated to The UC? | 0.000% | - | |
| Project Management and Communication | 15 | * Describe your approach to pricing a project for both time-and-materials and fixed price? Is there a specific pricing model you follow to determine "best value"? | 0.000% | - | |

| | | | | | |
|--------------------------------------|----|---|--------|---|--------|
| Project Management and Communication | 16 | * Are you willing to commit to a defined rate card for a multi-year service agreement with a 3% inflation adjustment? | 0.000% | - | Select |
| Project Management and Communication | 17 | * Are you willing to commit to a defined rate card for a multi-year service agreement with a 3% inflation adjustment? | 0.000% | - | Select |
| Project Management and Communication | 18 | * Do you plan to utilize waterfall or agile project management methodologies in your projects? If yes to both, please explain why for each option. | 0.000% | - | |
| Project Management and Communication | 19 | * How do you manage formal client approvals? Is this done via email? A signed document? Please describe how milestones and work product is approved and the client's role in the process. | 0.000% | - | |
| Service Level Agreements | 20 | * What is the longest amount of time that you will leave an email request from a client unanswered? | 0.000% | - | |
| Service Level Agreements | 21 | * Define your process for missed project milestones and risk mitigation: regardless of client or firm's fault, please explain how you communicate new dates and contingency planning. | 0.000% | - | |
| Service Level Agreements | 22 | * Describe your process for vacations and absences for client relationship management: how do you provide additional resources and ensure coverage if consultants are unavailable. | 0.000% | - | |
| Service Level Agreements | 23 | * How do you handle holidays and night/weekend work? We have many issues where different holidays are observed or we have to pay extra for night/weekend work (for a cutover or large migration effort) | 0.000% | - | |
| Service Level Agreements | 24 | * Can The UC require all work on a project to be performed onshore if required? | 0.000% | - | |
| Service Level Agreements | 25 | * What escalation paths exist in case of disagreement between vendor and UC? | 0.000% | - | |
| Reporting | 26 | * What reports will you be providing your UC business partners? | 0.000% | - | |
| Reporting | 27 | * Will you be able to provide reporting on each of the project costs at the campus-level, staff members names, and also data on the success of timelines and cost projections? | 0.000% | - | |
| Reporting | 28 | Are you able to outline strategies and continuous improvement opportunities for The UC to save costs on individual projects, in addition to longterm pipeline planning (i.e. share information and work product from previous campus | 0.000% | - | |
| Reporting | 29 | Describe how you run business reviews and state of the relationship meetings with your clients? An annual business review will be required of any supplier awarded in this RFP with the supplier relationship management point of contact at Sustainable Procurement. | 0.000% | - | |
| Reporting | 30 | * The UC wants to enable SOW/engagement data sharing across campuses. Will you make project artifacts available to all other UC campuses/locations? | 0.000% | - | |

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Questionnaire Name: * 1.16 Risk Management and Compliance

Questionnaire Type: Technical

Questionnaire Description: Proactive Management and Data Security Requirements

| SECTION NAME | QUESTION NUMBER | QUESTION TITLE | QUESTION WEIGHT | RESPONSE OPTIONS | RESPONSE TO QUESTION |
|-----------------------|-----------------|--|-----------------|------------------|----------------------|
| Ethics and Compliance | 1 | * Please describe your firm's existing compliance program: does one exist and what governance is required from both internal and external auditors? Please explain. | 0.000% | - | |
| Ethics and Compliance | 2 | * What are the financial thresholds that define conflicts of interest? | 0.000% | - | |
| Ethics and Compliance | 3 | * Please describe how you separate lines of business that may pose conflicts of interest with one another. | 0.000% | - | |
| Ethics and Compliance | 4 | * Risk | 0.000% | - | |
| Ethics and Compliance | 5 | * Do you have a defined process for managing internal risk? | 0.000% | - | |
| Ethics and Compliance | 6 | * Do you have a defined process for business risk and conflict of interest to your clients? Please explain. | 0.000% | - | |
| Ethics and Compliance | 7 | * How do you manage financial risk? | 0.000% | - | |
| Ethics and Compliance | 8 | * What steps do you take to mitigate risk? | 0.000% | - | |
| Data Security | 9 | * Respondent must confirm adherence to industry standard best practices and compliance with regulations and statutory requirements designed to protect customer data. To support the aforementioned confirmation statement, the Respondent must describe the information security standards and practices adopted and put into practice, covering the products and services offered as well as the Respondent infrastructure that supports those products and services (see NIST, HIPAA, ISO). | 0.000% | - | |
| Data Security | 10 | * Respondent must complete the HECVAT Lite Questionnaire in Exhibit X (also found here: https://library.educause.edu/-/media/files/library/2022/6/hecvatlite303.xlsx). | 0.000% | - | |
| Data Security | 11 | * Respondent must detail the security incident/breach notification process to customers regarding security incidents and breaches impacting customer data. | 0.000% | - | |
| Data Security | 12 | * Respondent must confirm that a disaster recovery plan exists and a test is conducted at least annually to prevent disruption. List any discrepancies noted from last review. | 0.000% | - | |
| Data Security | 13 | * Respondent must identify the frequency of data backups. | 0.000% | - | |
| Data Security | 14 | * Respondent must identify if Respondent has a secondary processing site and off-site storage backup capabilities. | 0.000% | - | |
| Data Security | 15 | | | | |

| | | | | | |
|---------------|----|--|--------|---|--|
| Data Security | 16 | * Respondent must describe the risk assessment process used to assess internal and external threats and vulnerabilities (ex: supply chain, insider threat, environmental) | 0.000% | - | |
| Data Security | 17 | * Respondent must describe how it keeps abreast of industry related security matters and risks (ex: involvement in information sharing and analysis centers (ISACs, Infragard, security forums, conferences) | 0.000% | - | |
| Data Security | 18 | respondent must provide the most recent third-party cybersecurity assessments which are scoped to products and services offered and to the Respondent's infrastructure that supports the products and services offered | 0.000% | - | |
| Data Security | 19 | Respondent's products and services as well as the Respondent's infrastructure which supports the products and services offered to UC. Respondent to provide summary information regarding the last 3 penetration tests of services | 0.000% | - | |
| Data Security | 20 | * Respondent must identify if there were any security breaches in the last 3 years? If so, the Respondent must provide a summary of each breach and what corrective actions were taken to prevent reoccurrence. | 0.000% | - | |
| Data Security | 21 | * Respondent must explain how multifactor authentication is implemented for users (include Respondent/corporate users as well as customer users). | 0.000% | - | |
| Data Security | 22 | * Explain how Respondent's systems supporting the products and services are monitored for security events (ex: IPS, IDS, logging, SIEM) | 0.000% | - | |
| Data Security | 23 | * Respondent must detail how encryption is implemented for Respondent products and services offered under this RFP. | 0.000% | - | |
| Data Security | 24 | * Respondent must provide a high-level diagram identifying all locations that would store UC data | 0.000% | - | |

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Questionnaire Name: * 1.17 Sustainability

Questionnaire Type: Technical

Questionnaire Description: Provide a response to the below Environmental, Social, and Governance questions that capture your organization's viewpoint and activities in the sustainability space.

| SECTION NAME | QUESTION NUMBER | QUESTION TITLE | QUESTION WEIGHT | RESPONSE OPTIONS | RESPONSE TO QUESTION |
|--------------|-----------------|---|-----------------|------------------|----------------------|
| - | 1 | * Is your company or any of your subcontractors and/or third party suppliers a certified small business? If so please describe: | 0.000% | - | |
| - | 2 | * Is your company or any of your subcontractors and/or third party suppliers certified in the State of California or other U.S. State as a SBE, DBE, WBE, VBE, or DVBE? | 0.000% | - | |
| - | 3 | * Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or equivalent? If yes, provide an information link. If not publicly available, provide a copy with your response. | 0.000% | - | |
| - | 4 | * Describe in general terms how your company supports your local community and regional businesses and markets. | 0.000% | - | |
| - | 5 | * Describe specifically how your company incorporates social corporate responsibility practices into your corporate culture, and how this impacts the services you provide clients. | 0.000% | - | |
| - | 6 | * What percentage of your company's leased, owned, or operated facilities are certified to the LEED green building rating system? | 0.000% | - | |
| - | 7 | * Describe how your company assures the team members assigned to support UC Agreements reflect the diversity of UC and California. | 0.000% | - | |
| - | 8 | * Does your company responsibly dispose of IT hardware and equipment at the end of its useful life (i.e., through an e-Steward certified recycling partner)? If yes, describe disposal methods. | 0.000% | - | |
| - | 9 | * Describe your company's efforts to reduce copier and printer paper use when providing service deliverables and for general operations. | 0.000% | - | |
| - | 10 | * Does your company provide subsidized public transportation options for all employees, or incentivize and facilitate employee participation in other alternative forms of work commuting such as membership in bike-shares, free bicycle parking and shower/locker facilities, etc.? | 0.000% | - | |

University of California REFERENCES

INSTRUCTIONS:

Offeror shall provide a minimum of four (4) references that are currently using or have previously used services of the type proposed in this RFP. The references should include at least two (2) prior customers who no longer obtain services with your organization, and at least two (2) current customers. Additional references related to case studies provided in the RFP response should also be included here.

Ideal references would be health systems, non-profit organizations, state governments, universities, municipalities or other public agencies to whom services have been provided similar to those being requested in this RFP.

CURRENT CUSTOMERS

Customer 1 (Required)

| | |
|-------------------------------|--|
| Organization Name | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email Address | |
| Number of years as a Customer | |

Customer 2 (Required)

| | |
|-------------------------------|--|
| Organization Name | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email Address | |
| Number of years as a Customer | |

FORMER CUSTOMER

Customer 1 (Required)

| | |
|-------------------------------|--|
| Organization Name | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email Address | |
| Number of years as a Customer | |

Customer 2 (Required)

| | |
|-------------------------------|--|
| Organization Name | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email Address | |
| Number of years as a Customer | |
| Number of years as a Customer | |

Case Study References

Customer 1 (Required)

| | |
|-------------------------------|--|
| Organization Name | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email Address | |
| Number of years as a Customer | |

Customer 2 (Required)

| | |
|-------------------------------|--|
| Organization Name | |
| Contact Name | |
| Contact Phone Number | |
| Contact Email Address | |
| Number of years as a Customer | |

Appendix B: Case Study

The UC creates new programs. Below are three different case studies we would like you to read and analyze. The supplier must answer at least one of these, and it is advised that you answer as many as possible. The supplier will address the cases you choose to answer in your presentation to The UC's evaluation committee during the RFP process. You may also submit a separate written response as well.

Each of these cases represent a sample project that The University of California may utilize services from an IT Consulting firm. The below projects are similar, but not identical to past IT Consulting engagements between The UC and suppliers.

You are required to answer at least **ONE (1)** of the below case studies to participate in the RFP. The submission can focus on prior work done with another client, if the scope is similar enough to what is provided below. If you are unable to submit a written response on any of the below areas, you will be disqualified. Please ensure that a high-level summary of the case study submitted is also included in your supplier presentation. The supplier may provide a written response to more than one case study outlined below to give The UC additional insight and information about the firm.

Case #1: ERP Implementation

Please detail how you would provide both advisory services and implementation for an ERP Implementation at one of The UC's campuses or another organization. Be as detailed as possible with the project stages, resources provided, and the full scope of the project. This can be a project that was completed with a previous client.

Case #2: IT Risk Assessment

Please detail how you would provide risk advisory services for The Office of the CIO at UC's Office of the President or another organization. Be as detailed as possible with the project stages, resources provided, and the full scope of the project. This can be a project that was completed with a previous client.

Case #3: It Organizational Assessment

Please detail how you would provide an organization assessment of the IT division. Be as detailed as possible with the project stages, resources provided, and the full scope of the project. This can be a project that was completed with a previous client.

Case #4: ITSM and Staff Augmentation Project

Please detail how you would provide advisory and additional support staff for a workflow project using ITSM or a comparable workflow software. Be as detailed as possible with the project stages, resources provided, and the full scope of the project. This can be a project that was completed with a previous client.

Case #5: Data and Analytics

Detail a previous colocation project and how the project was completed from start to completion. Be as detailed as possible with the project stages, resources provided, and the full scope of the project. This can be a project that was completed with a previous client.

Case #6: Hosting Infrastructure Advisory

Please detail how you would provide both advisory for a migration project at one of The UC's campuses or another organization. Be as detailed as possible with the project stages, resources provided, and the full scope of the project. This can be a project that was completed with a previous client.

Appendix A: IT Consulting Scope of Work (SOW)

Campus stakeholders require a broad array of IT consulting services. Across assessments, studies, technical implementations, and functional design the units noted in this appendix reach diverse cross-sections of the respective campus Communities.

The information below is derived from data readily available at the time of the compilation of this RFP and may not represent the most recent data available. Workstreams from the following campus and systemwide functions are included in this appendix:

- The Office of the CIO at individual campuses and The Office of the President
- The Office of the CTO at individual campuses
- UCPATH payroll and benefits systems

This appendix is intended as a high-level overview of the specific types of engagements contained in our scope for this RFP; Suppliers should have a full understanding of our IT Consulting projects based on the information contained in this document. **The supplier must be able to provide services in at least TWO (2) of the below core competencies for our project scope. If the supplier is unable to provide at least TWO (2) of the below, then they will be disqualified from the RFP.**

Additionally, the scope of work for IT Consulting across these various entities will focus on the following core competencies:

- Software/project planning and implementations – which could include cloud, on premise, vendor, custom, etc.
- IT security needs - which could include remediation, support, planning, risk assessments, pen tests, table tops, etc.
- Assessments and plans – which could include IT assessment, organizational assessments, etc.
- Services and software support – which could include staff augmentation, hyper care, ongoing support, managed services, etc.
- Data and Analytics – which could include assessments, plans, implementation, etc.
- Infrastructure and hosting – which could include performance tuning and testing, network projects, moving data centers including cloud

Software Planning and Implementations: Oracle, Concur and others

We utilize various enterprise-wide ERP, CRM, MFT, and other systems, both at the centralized, systemwide level, and at individual campuses. Below are descriptions of previous projects and the types of consulting projects and requirements from the department for IT Consulting services:

| Past Project Example | UC Stakeholder Group Owner | Project Description |
|-----------------------------|----------------------------|---|
| Oracle Implementation | UCSD, UCOP | Implement Oracle financial solutions |
| Salesforce | UCOP | Complete implementation of a Salesforce solution and provide ongoing short term support |
| Mainframe Retirement | UCOP | Assess mainframe, develop a plan to retire, implement plan. |
| Managed File Transfer (MFT) | UCOP | Consultants in this scenario would be expected to assess current MFT solution against other market leaders. <ul style="list-style-type: none"> • Provide summary of ROI - improvements/impact, costs, user feedback, external references, and timeline associated with the new solution – including assist with RFP if needed. • Tool selection: the consultants would be expected to create/lead a detailed project plan which includes stakeholder analysis, change management, migration/implementation steps, testing, phased rollout options, solutions for running new/old in parallel, formal cutover, monitoring/operational responsibilities, communications to end users, training and decommissioning of prior solution including data retention for historical for transitional data from prior tool. |

Below is a defined list of tasks and requirements for consulting firms supporting our software implementations

- Advisory and implementation service for Oracle, PeopleSoft, and other software solutions
- Planning and developing custom solutions
- Project management and execution for implementations
- Staff augmentation and support during project roll-out for defined technical roles and criteria
- Knowledge transfer and accessibility compliance
- Quality assurance and testing during all phases of the project life cycle
- Hyper care and support following project completion

IT Security

The UC is seeking a consulting firm that can assessment and implement solutions for IT Risk and Security. Below are descriptions of previous projects and the types of consulting projects and requirements from the department for IT Consulting services:

| Past Project Example | Project Description |
|----------------------|--|
| Ransomware Table Top | Tabletop exercise for IT staff |
| Risk Assessment | IT Risk Assessment – Current state of email system security <ul style="list-style-type: none">• Identify areas for improvement to help to implement the changes.• The consultants are required to have an understanding of best practices for email management from a security POV as well as legal and privacy implications associated with increased security/visibility.• The consultants are required to understand email system roadmaps and be able to influence and advocate for UC needs.• Consultants need to understand complex scenarios with subdomains as well as cloud email services.• The engagement would end with consultants providing detailed instructions on proper maintenance/upkeep as well as tools to analyze new offerings (so UC does not get behind in email system security/administration again) |

Below is a defined list of tasks and requirements for consulting firms supporting our IT Security

- Complete vendor or organizational or HIPPA risk assessments
- Complete penetration tests
- Deep expertise in the area of Cyber Security

Assessments and Planning

There are numerous initiatives, transformation projects, and changes occurring within our systems. Below are descriptions of previous projects and the types of consulting projects and requirements from the department for IT Consulting services:

| Past Project Example | Project Description |
|--|--|
| Optimization of the service delivery function across Payroll resources | <ul style="list-style-type: none">• Building key capabilities and establishing a model for service delivery• Leveraging enabling technology• Creating robust internal/external training and communications• Review current state for SN, understand module costs/pricing model, focus on vanilla/OOTB features vs. custom• Use best practices to gather customer feedback and simplify workflow.• Create scalable processes for new requests and simplifying the ability for use/requests of the average user.• Implement these changes and perform knowledge transfer |
| Student Health Systems Assessment | Instance health check, governance review and recommendations, ITSM review |
| Overall IT assessment | Interview UC stakeholders and develop recommendations |
| Increase capacity assessment | Assess UCPath processes and develop recommendations |

Below is a defined list of tasks and requirements for consulting firms supporting our systems assessments

- Advisory for payroll systems
- Overall organization development assessment and recommendation

On-Going Support for Software, Services

Workflows, project management, and on-going staff augmentation is needed across The UC System. Below are descriptions of previous projects and the types of consulting projects and requirements from the department for IT Consulting services:

| Past Project Example | Project Description |
|------------------------------------|--|
| ServiceNow | IT Service Management and IT Business Management assessment |
| Oracle financials managed services | Provide ongoing support for Oracle financials suite |
| Workflow Tool Management | <ul style="list-style-type: none"> • Expertise in complex but lesser used tools such as Control-M or Go Anywhere and augment staff in the areas of tool management, new workload automation, changes to existing job scheduling, and following documented procedures where they exist. Identify best practices and process flows for current gap areas. • Understand and provide feedback on the designated tools in use, understand severity/risk associated with tool usage, and follow UC standards/policies. |

Below is a defined list of tasks and requirements for consulting firms providing on-going support

- Staff augmentation
- Support configurations and functional design of internal systems like ServiceNow

Data/Analytics

Data storage, audit, platforms, and other use cases occur in several areas across the system. Below are descriptions of previous projects and the types of consulting projects and requirements from the department for IT Consulting services:

| Past Project Example | Project Description |
|-----------------------------|---|
| Common Data Platform | Assessment, project management, governance, and OCM |
| Data Lake Project | <ul style="list-style-type: none"> • Identify valuable use cases for • Building a data lake • Document/communicate ROI • Establish data governance with an ongoing framework • Add new data streams to existing data lake, properly maintain established data lake • Establish proper audit trail for data approvals and classification |

| | |
|--|---|
| | <ul style="list-style-type: none"> • Streamline costs • Provide documentation and knowledge transfer to necessary UC staff at all levels (user vs. admin) |
|--|---|

Below is a defined list of tasks and requirements for consulting firms supporting our systems assessments

- Advisory for data strategy projects
- Implementation of data and analytics software and services

Infrastructure and Hosting

From AWS and beyond, there are several initiatives and on-going projects related to The UC’s Data Infrastructure and Hosting. Below are descriptions of previous projects and the types of consulting projects and requirements from the department for IT Consulting services:

| Past Project Example | Project Description |
|--------------------------------|--|
| UCPath hosting | Hosting platform and services for HR and Payroll system |
| Colocation Facility | Engagement to do assessment of current statement |
| Migration | <ul style="list-style-type: none"> • Migrate on prem applications/infrastructure to cloud while providing cost optimization • re-platform or lift/shift where desired • stabilization services and a scalable framework for future migrations and ongoing cloud maintenance. Establish and execute procedures to decommission colocation or entire data center |
| Refresh Network Infrastructure | <ul style="list-style-type: none"> • Analyze current state of equipment at multiple locations (often very different equipment per location) and determine EOL timeline. • Find solutions that provide full support including security updates and replacement parts for all network infrastructure. • Establish redundant solutions that align with industry best practices, facilitate remote management where possible, and scale to meet UC researcher, building, campus, location, on-prem data center and cloud needs. • Understand upcoming trends in the network space and position UC to take advantage of future opportunities with ease. |

Below is a defined list of tasks and requirements for consulting firms supporting our Data Infrastructure and Hosting

- Project mapping for end-to-end migrations and efficiency projects
- Project plan management and execution
- Staff augmentation and support during project roll-out for defined technical roles and criteria
- Quality Assurance and Testing during all phases of the project life cycle

ATTACHMENT A TO PURCHASING AGREEMENT # _____
STATEMENT OF WORK

This Statement of Work # __ (“SOW”) is issued pursuant to Purchasing Agreement # _____ dated _____, 20__ between UC and Supplier (“Agreement”).

1. Title and Description of the Scope of Goods and/or Services

[Provide an overview and background of Goods and/or Services to be provided.]

2. Term of SOW

This SOW will begin on _____, 20__ (“Effective Date”) and continue through _____, 20__. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

(Example language provided below in italics.)

I. Scope of Work

- a. The selected agency will provide The UC with the following services (“Scope of Work”) Describe in a few sentences what the work supplier will be doing for the UC at the campus or system-wide. This can be high-level like the below example:
Digital Assessment of The UC’s services in three different departments, and a roadmap outlining different pathways towards...

- b. The following services include:
List sub-functions within the scope.
 - i. *Research Project: Detailed reporting, powerpoint, etc.*
 - ii. *Project Management and Staff Support*

II. Objectives

- List out the project goals or rationale for this project.
- c. _____
 - d. _____
 - e. _____

III. Deliverables:

- The supplier will provide the following services:
- 1. Training and Management
 - 2. Application
 - 3. Implementation
 - 4. Management

IV. KPI’s

- a. _____
- b. _____
- c. _____

V. Timeline Overview

Below is the timeline for onboarding and program management of the SOW activities to be executed by the provider. If the below dates change, Provider must notify the project team and receive written confirmation of the proposed change:

| Planned Timetable | |
|---------------------------------|----------|
| Award of Business | Add Date |
| Contract Execution | Add Date |
| Go-Live | Add Date |
| Project Phase 1 – Kick-Off | Add Date |
| Project Phase 2 – Data Analysis | Add Date |
| Project Phase 3 - Review | Add Date |
| Final Report | Add Date |

4. UC Obligations

[Include as appropriate language such as: UC will provide working space, equipment, furniture, utilities, and services, as follows:]

5. Place(s) of Performance

[Use this section if appropriate to outline where Services will be provided]

6. Key Personnel

Supplier’s Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

| | |
|---------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

Subcontractors authorized to provide Goods and/or Services under this SOW [Names should be listed only if Agreement permits use of subcontractors]:

| Name of Subcontractor | Goods and/or Services the Subcontractor will provide |
|-----------------------|--|
| | |
| | |

Supplier's Account Management Team is:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |
| Name | |
| Phone | |
| Email | |
| Address | |
| | |
| Name | |
| Phone | |
| Email | |
| Address | |
| | |
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

| | |
|----------------|--|
| Name | |
| Phone | |
| Email | |
| Address | |
| | |

7. Reporting Requirements

[Identify any key reports that should be produced by Supplier or critical reporting events. This can be included in the table above if preferred.]

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Assumptions

- a) The following items are not included within the scope of Goods and/or Services to be provided under this SOW: **[Delete if not needed]**
- b) **[Add more as needed]**
- c) Additional assumptions include the following: **[Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to provide the Goods and/or Services]**
- d) **[Add more as needed]**

9. Service Level Agreement

a) **[Any critical SLAs should be stated here. For goods, consider the following language:]**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

| | |
|-------------------------------|-------------------------|
| Normal delivery | -next business day |
| Rush delivery | -within 4 hours |
| Pick up returns | -within 2 business days |
| Request for reports | -within 5 business days |
| Order fill rate | -98% |
| Delivery accuracy | -98% |
| Delivery, on-time | -98% |
| Invoice/billing accuracy | -98% |
| Customer service satisfaction | -98% |

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

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

[Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

I. Fees

SUPPLIER TO COMPLETE THIS SECTION

The following breaks down the fees specific to each component of the scope. *Example language provided below in italics.*

| Task/Project Phase | Description | # of Hours to Complete | Resources Needed | Cost for Project Phase |
|---------------------------|---|------------------------|--|------------------------|
| <i>Initial Assessment</i> | <i>Firm to interview stakeholders and gain an understanding of current processes. Data review and analysis of internal workflows. Firm to share findings with project team in presentation format</i> | <i>15</i> | <i>Principal Strategist IT Analyst</i> | <i>\$5,000</i> |
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- a) "Fixed Price Services" to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- b) "Time and Materials Services" to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

11. Program Requirements

[If items will be ordered by catalog, use the Appendix – Electronic Commerce. If applicable, consider using these additional terms for Goods:]

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

| | |
|----------------------------------|----------------------------|
| Campus direct (desktop delivery) | - by 3:30 pm Pacific Time |
| Storehouse (drop ship delivery) | - by 10:00 am Pacific Time |

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be

credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

12. Acceptance Criteria and Testing

[Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren't defined.]

- a) **[Indicate any additional financial or other considerations resulting from acceptance testing]**

13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

14. No Mandatory Use

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

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

| University of California | | |
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| Supplier Questions with Answers from UC Procurement and Evaluation Committee (Consolidated) | | |
| This is the consolidated list of Supplier Questions and Answers distributed to all participating suppliers once all questions have been answered by the RFP Evaluation Team on Friday, February 17th, 2021. Further supplier questions submitted after this date and time will not be answered. There are two questions The UC hopes to answer in the next week via the Discussion Forum. Please see legend to the right of table to sort questions by topic (OMNIA in orange, Technical/SOW in blue, General in green.) | | |
| RFP Document and Section Reference # | Supplier Question | UC Answer |
| 1.19 References | In this section UC is requiring a minimum of four (4) references that are currently using or have previously used services of the type proposed in this RFP. The references should include at least two (2) prior customers who no longer obtain services with your organization, and at least two (2) current customers. Is UC then requiring an additional two (2) references with an attached case study for each of the two last two (2) references for a total of six (6) references? | It is okay if these references are duplicative (if a current customer is referenced in the case study presented for example - that is fine to list them twice.) Suppliers should have a minimum of four different references. |
| Pre-Bid Conference | During the Pre Bid conference it was mentioned that a recording would be available and posted to the UC site. We have yet to see the recording posted. Is it possible that we missed this? Or can this be emailed to proposed respondents? | The recording is available on CalUSource in the discussion board. Please read my most recent messages and look for the attachment. |
| Pre-Bid Conference | Suppliers 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. When looking at the portal, each questionnaire is to be completed within the tool and forms uploaded separately. On the pre-bidders' call, it was mentioned that you wanted a complete response with a cover letter, executive summary and all completed questionnaires in one document. Can you please clarify exactly how UC would like to see the response? Are we to upload each individual questionnaire, form, etc. into the tool as well as put it all together into one document? | For the entire RFP, the following items need to be submitted: all guidelines accepted (with any changes or redlines addressed via submission through an attachment or redlined document), the questionnaire completed in full for all sections (1.13-1.20 [1.19 has the references form]), Completed case studies per the instructions on Appendix B, completed pricing matrix for The UC and OMNIA National Program (national pricing is optional but will be scored.) The only optional submission is an executive summary/company overview which can be attached to the case study or as a separate document. Please use the questionnaire form in CalUSource to complete. The only attachments you will submit with your response should be pricing, case study, references(within question 1.19), and any additional redlines/summary/or other company information that you are unable to submit within the confines of the forms provided in CalUSource. |
| General Information | Due to the complexity of the bid response would UC entertain a possible due date extension for this RFP? | We will not be extending the due date. |
| Appendix C1 and C2 | Does the cost of travel need to be included in the hourly rates? | Travel costs should be outlined separately, but must follow The UC's travel policy. Do not include travel costs in your hourly rates for the pricing matrix. UC's Travel Policy, may be found at http://www.ucop.edu/central-travel-management/resources/index.html . |
| 1.6 UC Appendix – Data Security and Privacy | Does supplier need to fill out Exhibit A and B from this appendix ? | If there are specifics for these forms that you need to redline or cannot accept, please submit those with your response. All guidelines will need to be accepted in order to bid on this RFP. |
| 1.19 References | What do you mean by "former customer"? An organization that is no longer our client or an individual that is no longer working in a company but that company may still be our customer? | A client or project you have worked with previously. This is a client or customer that does not have an active project or engagement occurring. |
| 1.19 References | For current customers and Case Studies references. Can we provide references for government agencies/healthcare centers located outside of the US (i.e., Mexico) | Yes, but it is preferred that the references are based in the United States, and even more preferred if they are based within the Western U.S., work in a common industry, or share some commonalities in terms of their profile with The UC. |
| Appendix B Case Study Document | If supplier intends to bid/engage all 6 areas within the RFP Scope, is supplier required to answer a case for each of the six areas? | Per the case study instructions, we require you to submit at least one case study. We recommend, that if there are multiple areas your firm supports, you provide detail and submit on multiple areas so we can fully understand your abilities to meet the scope. |
| SECTION II: Purpose & Objectives of the RFP - Sub Section 2.1 RFP Objectives | The RFP document mentions that "Historically, UC systemwide annual spend for IT Consulting Services has been approximately \$20 million each year for the last two (2) fiscal years". Can you provide the estimate or approximated percentage spend for the 6 services within scope? | At this time we cannot, but it is spread out within the six key areas. |
| 5.14 Offshoring of Services | For work to be performed by supplier's workers outside of the United States, where in the Pricing Matrix should we include these rates? Another tab or column? | This RFP is focused on consulting services utilizing on-shore resources. We will not be evaluating for "off-shore" rates. Any off-shore resources utilized on a project or need to be disclosed. We advise that you add a column if there is a separate offshore, nearshore, or on-site rate and to describe in the questionnaire how you deploy these resources. |
| Appendix C1 Pricing Matrix | Can you please give more details to fill out the expected rates for each Role Level, Supplier Role Title, and Experience Level, for each of the 6 services within scope?. For example, how to consider the pricing difference for a Consultant in Data & Analytics vs a Consultant for Infrastructure & Hosting services. | You can provide a range, and also if there are vast differences, please feel free to add in columns for different areas. |
| 2.1 RFP Objectives | Could you please elaborate on the "AWS initiatives, and other strategic initiatives" that you expect? | AWS Initiatives could include workload migrations from physical data center to cloud or building new cloud native workloads in AWS |
| 2.1 RFP Objectives | Please describe the expectation and objectives of "Payroll Processing and Finance Systems Assessments and Delivery, Hypercare and On-going support". Is it for a third Party software, or for an in house development application? | Most payroll and finance systems are using 3rd party software (PeopleSoft, Banner, Oracle) often integrated with some custom in house applications. Hosting can vary (SaaS vs internal by UCs) |
| 3.1 General Scope - 1)Software/projects planning and implementations | "Advisory and implementation service for Oracle, PeopleSoft, and other software solutions". Please describe any other software solutions that you expect, will be in the scope. | Banner and custom in house solutions |
| 3.1 General Scope - 1)Software/projects planning and implementations | "Staff augmentation and support during project roll-out for defined technical roles and criteria" Can you elaborate more on the typical technical roles and criteria required for the support? | Staff augmentation could be needed for any IT position, from Service Desk to System Administration to Project Management |
| 3.1 General Scope - 4)On-Going Support for Software, Services | "Support configurations and functional design of internal systems like ServiceNow". Please describe the expectation or scope of support and functional (service and/skill expertise). What other systems or technologies do you use or require? | Varied by location. Some examples: ServiceNow, Jira, Confluence, TalkDesk, O365, Salesforce. |
| 3.1 General Scope - 5)Data Analytics | "Advise and assist in developing data storage initiatives" Please describe the Data Storage technologies involved in your initiatives. | Varied by location. Rubrik to S3. Support needed for Faculty (large data sets) and Central IT (enterprise applications) |
| 3.1 General Scope - 6)Infrastructure and Hosting | Please describe the Infrastructure and Hosting technologies utilized system wide. | Varied by location. |
| Appendix C1 Pricing Matrix | Do you have a specific experience level (seniority) requirement for an Analyst and a solution specialist, or can the supplier propose one? | Supplier should propose whichever structure they use for seniority and resources. |

OMNIA
Technical
General

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| 002997-Nov2022-RFP Questionnaire, sheet "4.1.16 Risk Management and Comp" - Question Number 4 | In the section "Ethics and Compliance," question #4 includes only the word "Risk." Please confirm how you would like bidders to respond to question #4. | This was an upload error and is not a question. Please answer N/A and disregard the question. |
| 3.1 General Scope - 6)Infrastructure and Hosting | Are there any additional databases used besides Oracle? | Yes, all database types are in scope - DB2, MySQL, SQL Server, Oracle, AWS native and RDS (for any) licensed |
| 3.1 General Scope - 6)Infrastructure and Hosting | What type of cloud technology are you using? | Varied. Terraform, Cloud Formation, + |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | What are the most crucial information technology resources for UC? | Varied, scope may include life-safety systems among many others. |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | What level of risk is acceptable to UC? | This depends on the UC Institutional Information and UC IT Resources involved along with many other internal and external factors. |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | Does UC adhere to a particular cybersecurity framework? | UC security policies and standards may be reviewed here: https://security.ucop.edu/policies/it-policies.html |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | Do you have any compliance concerns specifically for your email system? | No. However, when sensitive data transmissions require the use of approved solutions (ex: secure MFT). |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | IS the Email system environment on-prem, cloud, or hybrid? | Varied. Primarily Cloud-based |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | Is there a committee or team leading/oversee cybersecurity roadmap implementation as result of risk assessment? | Yes. |
| SECTION III: SCOPE OF SERVICES - Sub Section 3.1, IT Risk and Security | Is the penetration test required for a specific compliance requirement? | There may be a need depending on the systems' compliance requirements |
| General Information | Do questionnaires 1.13 to 1.18 need to be answered directly in CalUSource.net portal? or, Can we upload an excel file as part of the attachments that will be uploaded in the Supplier Attachments Section in CalUSource? Or, would it be possible to respond the questionnaire in a word document instead? | They need to be answered directly in CalUSource. For more questions about exporting the questionnaire and uploading responses, please contact the CalUSource/GEP Helpdesk. |
| Appendix A Scope Overview - Software Planning and Implementations | Could you please share with us a tentative schedule and timeline of the upcoming projects in pipeline along with the milestones? | Varied by location. |
| Appendix C1 Pricing Matrix | Is there any profile (skillset, job description, seniorities,) for the roles mentioned? - Partner - Director - Senior Manager - Manager - Senior Consultant - Consultant - Sr. Solution Specialist - Solution Specialist | The roles mentioned are listed in order of seniority. There is no job description, because this is not a staffing RFP. While the naming convention may not follow each individual organization's own it should reflect the experience level of proposed resources and how your company allocates them on consulting projects based on need. If there is a structure that your organization uses for billable hours for consulting projects, please outline this in the columns provided with a congruent naming convention. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - General | Could you please provide a rough estimate of the incumbent's headcount across the service areas? | There are several incumbent suppliers that The UC actively works with. There isn't a defined headcount, as this RFP reflects on-going work across multiple campuses. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | What are the methodologies/frameworks used to manage the implementation/development of digital solutions? (e.g. waterfall, iterative, scrum, scaled agile, kanban, etc..) | Varied by location. Most commonly waterfall and agile. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Can you provide the maturity level of your Agile methodology? | This is project dependent, but teams have been using Agile methodology for multiple years. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Could you please share an inventory of Salesforce products currently used by your organization? e.g. Sales, Service, Commerce, Marketing, etc. | Varied by location: MuleSoft, Helpdesk/CRM, Slack |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | How many current users does your Salesforce implementation have? | Varied by location. Currently implementing Salesforce at UCSC. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Assessments and Planning | Do the IT assessments include analysis of IT process maturity and business processes? | Yes |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Assessments and Planning | Beyond ERP, CRM, MFT, and core systems: Could you please provide us with the portfolio applications and the tech stack mainly used at UC? | This varies significantly by location, there are 18 different UC organizations with different focuses. For example Healthcare VS Ac VS Lab, etc. The different organizations are quite different. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Do you have a centralized QA team or the QA function is embedded in your development teams? | Varied by location. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | What size is the current QA team and what is its composition (Leads, Manual, Automated, Performance)? | Varied by location. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | What type of tests are being performed? (Functional Testing, Integration Testing, System Testing, Stress & Performance Testing, etc.) | All |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Who designs the strategy and test plans for the projects? | Test team leads working closely with application development teams and business owners |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Are you doing any type of ADA / A11Y testing? | Varied by location. Light testing for UCSC. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | What quality metrics / KPIs do you currently have? | Varied by service type. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Do you currently have licenses for QA tools? | Yes, varies by location which testing tools are used. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Software Planning and Implementations | Do you have a standardized testing tool at the Ucal system level? Can you name it? | No, it varies |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Assessments and Planning | Can UC share the architectural principles and guidelines that UC uses? | Please reference the Scope of Work document as a reference to previous projects. |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Assessments and Planning | What systems does the UC manage for work and document management (e.g., Jira, ServiceNow, Confluence, etc.)? | Varied by location. Jira, ServiceNow, Confluence, SharePoint |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Assessments and Planning | What are the payroll systems currently used by UC? | PeopleSoft HCM |
| UCOP IT Consulting Scope Overview Appendix A 002997 - Assessments and Planning | What is the maturity level for DevOps at UC? | Varied by location. |
| 2.1 RFP Objectives | Could you please elaborate on the "AWS initiatives, and other strategic initiatives" that you expect? | Please reference the Scope of Work document as a reference to previous projects. |

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| 2.1 RFP Objectives | Please describe the expectation and objectives of "Payroll Processing and Finance Systems Assessments and Delivery, Hypercare and On-going support". Is it for a third Party software, or for an in house development application? | Please reference the Scope of Work document as a reference to previous projects. |
| 3.1 General Scope - 1)Software/projects planning and implementations | "Advisory and implementation service for Oracle, PeopleSoft, and other software solutions". Please describe any other software solutions that you expect, will be in the scope. | Please reference the Scope of Work document as a reference to previous projects. |
| 3.1 General Scope - 1)Software/projects planning and implementations | "Staff augmentation and support during project roll-out for defined technical roles and criteria" Can you elaborate more on the typical technical roles and criteria required for the support? | Please reference the Scope of Work document as a reference to previous projects. |
| 3.1 General Scope - 4)On-Going Support for Software, Services | "Support configurations and functional design of internal systems like ServiceNow". Please describe the expectation or scope of support and functional (service and/skill expertise). What other systems or technologies do you use or require? | Please reference the Scope of Work document as a reference to previous projects. |
| 3.1 General Scope - 5)Data Analytics | "Advise and assist in developing data storage initiatives" Please describe the Data Storage technologies involved in your initiatives. | Please reference the Scope of Work document as a reference to previous projects. |
| Appendix C1 Pricing Matrix | Do you have a specific experience level (seniority) requirement for an Analyst and a solution specialist, or can the supplier propose one? | The supplier can propose one. |
| Offerings | In the event we become an awarded supplier and a new capability matures over the next couple years, would we be able to bid on that type of work if it wasn't part of our original RFP response? | If new capabilities are not in scope for this RFP, then at the time of the new initiative that is out of scope, you are able to bid on the particular project. |
| OMNIA | Based on the OMNIA content, it seems largely focused on durable goods contracts in the higher ed space (office supplies, furniture, printers, etc.). Are there examples of contracts in the public sector that would be similar to the outcome of this RFP (professional services / technology consulting)? | All OMNIA Partners contracts can be found on OMNIAPartners.com/publicsector. |
| Questionnaire 1.13 General Company Information, Question #14 | Many privately held companies or partnerships do not release detailed financial statements; however, they release other forms of financial information to evidence financial stability. This has previously been deemed responsive to other agencies' procurement requirements. Considering the uniqueness of the financial structure of such entities, will the University accept these alternative forms of financial disclosure in lieu of detailed financial statements requested in this RFP, so as to ensure the broadest and most competitive pool of responses to the University's RFP? | We can accept information about financial standing such as what is available in Dun & Bradstreet, or alternatives. However, we prefer that you answer the questions related to financial disclosure in their current state. We do need documentation that outlines your organization's financial health, and evidence that you are in good standing. |
| Appendix C1 Pricing Matrix | Not all of the roles listed in Column A of the pricing table are relevant to our firm and the service categories we are bidding on. We plan to leave the hourly rates for non-relevant roles blank. If you suggest a different approach, please provide guidance. | The roles mentioned are listed in order of seniority. There is no job description, because this is not a staffing RFP. While the naming convention may not follow each individual organization's own it should reflect the experience level of proposed resources and how your company allocates them on consulting projects based on need. If there is a structure that your organization uses for billable hours for consulting projects, please outline this in the columns provided with a congruent naming convention. |
| IT Security | Are there any specific Cyber security areas that UC is expecting the vendor to have deep expertise in? | UC security policies and standards may be reviewed here: https://security.ucop.edu/policies/it-policies.html NIST, ISO, HIPAA, FERPA, GLBA, PCI, ITAR |
| Infrastructure and Hosting | In Terms of refreshing the network infrastructure is UC looking to standardize the core equipment at all the locations? | No, equipment and network infrastructure needs will vary by location |
| 2.1.14 Capabilities & Experience Questionnaire; question #39 | what is UC's definition of "sev1 incidents" as stated in the question? | Sev1 is a term for high priority incident management which is usually tied to an unexpected loss of service for a critical system. All parties must work to restore service asap. |
| Data Security Questionnaire - Exhibit X | this document seems to be under the assumption that a known product/service with all the requirements are being requested. This is not the case for the current RFP process which is to find a pool of vendors to provide IT Consulting and IT Project completion once UC has a specific detailed need. What are responders supposed to be basing these offers from since there is no current task order/work order providing details of the product or service being requested. Different requirements call for different solutions and without that level of clarity the answers to this attachment will change. Should this exhibit only be completed at the task order/work order level and not with the RFP response? | The HECVAT-Lite questionnaire's questions applicable to the RFP should be answered. Many of the questions which are raised are related to the internal security practices of the Respondent, applying to systems, applications, and services the respondent may provide to UC or utilize for a UC engagement. If a question is considered not applicable, please state such. |
| Data Security Questionnaire - Exhibit X | Please clarify what system is being referred to in the following statement "Does the system provide data input validation and error messages?" | The question is seeking to understand what general application security hygiene measures are in place to prevent unwanted or undesirable actions from occurring should users of Respondent's application use specially crafted data to break application logic. Error messages would be displayed whenever a user enters inappropriate values. This question measures the security awareness of development staff and is an indicator of how well the Respondent is invested in securing their enterprise overall. |
| Data Security Questionnaire - Exhibit X | since this is an rfp for future services and not for a specific application or solution, is this section applicable? If it is applicable should we answer based off of our internal company infrastructure? | The question is seeking to understand what general application security hygiene measures are in place to prevent unwanted or undesirable actions from occurring should users of Respondent's application use specially crafted data to break application logic. Error messages would be displayed whenever a user enters inappropriate values. This question measures the security awareness of development staff and is an indicator of how well the Respondent is invested in securing their enterprise overall. |
| 6.1.18 OMNIA Questionnaire; #28 | If subcontractors are listed in Question # 19, do we need to restate the subcontractors in this question if services are rendered virtually or onsite and billing is under the Prime? | This question refers to the shipment of goods. Please identify all companies that will be utilized if goods will be shipped to a customer |
| 6.1.18 OMNIA Questionnaire; #'s 62-65 | These questions state how product pricing is handled outside the Master Agreement. If this is a service based RFP, are these questions applicable? | Yes, answer all questions to the best of your ability |
| 4.6.1 Guidelines, Portal section 1.2 | Please confirm that none of the "Guidelines documents" are required to be completed and submitted as part of our proposal submission? | All Guidelines must be accepted to move forward with the RFP. If there are specific items within the Guidelines that you need to discuss with The UC, or exceptions to the Terms and Conditions, Appendix DS, etc. You will need to outline and provide any major showstoppers that will hold up the negotiation process. We highly suggest going over any areas of concern with your legal team, and ensure that you provide us with notice of which areas you are unable to accept. Any exceptions taken may incur scoring penalties. |

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| 1.13 General Information (Q26) and Portal Section 1.19 References (Appendix D) | Currently, there are two requirements to provide References (in both section 1.13, Q26 and section 1.19, appendix D). This appears to be duplicative, please confirm bidders can enter "see appendix D" in the response to section 1.13 Q26 and ONLY complete and submit Appendix D to satisfy the requirement for references? | This is duplicative, and we suggest you write in the text field for Question 26 under General Supplier Information "see attached form in section 1.19." You can also copy and paste what you've written in Appendix D into the text field. An Excel form should be attached to the Questionnaire listed as Appendix D under 1.19 that is downloadable. When submitting the response to this question, please make sure the form is completed and attached to your answer. The bidder should use this template to write in all reference information. Any exceptions may incur scoring penalties. UC will not entertain any further redlines after the RFP closes. |
| Appendix B Case Study Document | Please confirm that "Appendix B - IT Consulting Case Study Document" is the only Attachment from this section that is required to be completed and submitted as part of our proposal submission? | Confirmed. For the entire RFP, the following items need to be submitted: all guidelines accepted (with any changes or redlines addressed via submission through an attachment or redlined document), the questionnaire completed in full for all sections (1.13-1.20 [1.19 has the references form]), Completed case studies per the instructions on Appendix B, completed pricing matrix for The UC and OMNIA National Program (national pricing is optional but will be scored.) The only optional submission is an executive summary/company overview which can be attached to the case study or as a separate document. |
| 1.14, Capabilities and Experience | Please clarify if our answers submitted in response to this questionnaire will be used for consideration for acceptance by UC or used for consideration for acceptance by both UC and OMNIA together? | Yes, they will be used by both. |
| 1.14, Capabilities and Experience (Q22) | Q22- Please clarify if you are requesting for our firm's compliance with cybersecurity regimes (e.g., NIST CSF, ISO 27001) and/or our firm's support to clients on a client's IT security maturity journey. | Yes, that is what we are asking. |
| 1.14, Capabilities and Experience (Q62) | Q62- Please clarify if you are looking for experience on Cloud FinOps, or organizational financial services more broadly. | Cloud FinOps |
| 1.14, Capabilities and Experience (Q4 and Q20) | Q4 and Q20- appear to be duplicates. Is this correct? | Correct, this is a mistake. Question 4 should be "What percentage (%) of your business is within the Software Planning and Implementation space" |
| 1.14, Capabilities and Experience (Q14) | Q14- Please clarify if you would like specific IT risk examples or enterprise risk and resiliency more broadly. | IT Risk examples more specifically. |
| 1.14, Capabilities and Experience (Q43 and Q46) | Q43 and Q46- appear to be duplicates. Is this correct? | Q43 is asking about examples specific to storytelling with data, and Q46 is asking about managing the project life cycle and specific project examples in this. The two responses could reflect the same project, if the project both contained change management and the full lifecycle + storytelling with data. |
| 1.14 (Capabilities and Experience) | All questions for the "Ongoing Support for Software, Services" have a red asterisk (i.e., appear to be required). Please confirm that offerors only need to reply to these questions if they are submitting for the "Ongoing Support for Software, Services" core competency. | This is a system error. We are requesting that those not responding to this section write "N/A" within the text fields. |
| 1.15, Project Management and Service Levels (Q16-17) | Q16-17 appear to be duplicates. Is this correct? | Correct, this is a duplicate. |
| 1.16, Risk Management and Compliance (Q9) | Please confirm that the requested attachment in response to Q9 (information security plan) should be uploaded to "supplier attachments" section of the portal? | Correct |
| 1.16, Risk Management and Compliance (Q11) | Please confirm that the requested attachment in response to Q11 (HECVAT Lite Questionnaire) should be uploaded to "supplier attachments" section of the portal? | Correct |
| Appendix C1 Pricing Matrix | Q24 in Portal Section 1.18 states, "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." As UC may benefit from utilizing Supplier's assets, tools and solutions for the services in addition to the request rates for evaluation, will UC allow Suppliers to add new rows/line items to propose these to allow use under purchase orders? | Yes, however this would need to be addressed on a project by project basis, and specifics would need to be discussed. |
| OMNIA Questionnaire 1.2 and 2.1 | The RFP references in several places that "UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement." Please clarify whether that means 1) there would be one (1) single contract that would support both UC and Omnia, (2) there would be two separate contracts (one with UC and one with Omnia), or (3) another scenario? | There will only be one contract as a result of this solicitation per awarded supplier owned by the UC. |
| 5.15.3 Disclosure of Records/Confidentiality of Information | The RFP instructions state, "This Request for Proposal, together with copies of all documents pertaining to any award, if issued, will be kept for a period of one (1) year 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." There are many responses to the RFP and questions asked in the questionnaires that may result in disclosing certain private, trade secret, or company confidential information from offerors. Due to the nature of the portal responses and attachments, please clarify how offerors should appropriately mark responses to prevent public disclosure?" | The UC is subjected to Public Records Act, and anyone is allowed to request information from us at any time, however note that The Public Records Act may exempt certain trade secret information from disclosure. For more information please visit https://www.ftb.ca.gov/your-rights/california-public-records-act.html . Please note responses that are particularly sensitive in terms of confidentiality, in the document, as these can be redacted later. For attachments please note this in the name and watermark, and for other forms of submission, please include a notation in the written response either on CalUSource or within the document. |
| 5.15.3 Disclosure of Records/Confidentiality of Information | Per the RFP, offerors may submit exceptions per Section 4.14.4, Section 5.10.1, and Section 5.16. Please confirm that offerors should upload their proposed exceptions as an attachment to the supplier attachment section of the portal. | Correct, please upload any redlines, showstoppers to the guidelines or legal language, and important notices, to the Supplier Attachments with your response |
| General - Exceptions | Case Study #5 (Data and Analytics) in Appendix B: Case Study does not appear to correlate to the defined IT Consulting Scope of Work (SOW) for Data/Analytics. Will UC/Omnia consider changing the language to the following to better align to the scope of work: "Detail a previous Data/Analytics project and how the project was completed from start to completion." | That understanding of the language is fine to proceed, thank you. |
| Appendix B Case Study Document (#5) | Please confirm that Case Study #3 (IT Organizational Experience) in Appendix B is meant to illustrate our experience and capabilities in the "Assessments and Planning" scope area? | Correct |
| Appendix B Case Study Document (#3) | Please confirm that offerors may use and submit their own Word Document or PDF template to provide answers to the case studies? | Yes, please submit responses via the attachment section in any format of the supplier's choosing. |
| Appendix B Case Study Document | Please confirm when the Mutual Non-Disclosure Agreement should be emailed to Hilary Steinman in accordance with the instructions in the portal? | Please send this to Hilary Steinman before the RFP closes, March 3rd. |

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| 1.2 Mutual NDA - The Regents of the University of California | Does UC expect the supplier to provide a product or act as a hosting provider? If so, please provide additional details around hosting expectations. If not, please provide guidance around expectations for a HECVAT Lite response as this is typically tailored to a specific solution design which may vary based on project requirements and product/hosting solution. | Varies, based on requirements, product, solution. |
| 1.16 Risk Management; Data Security | In what context should Supplier answer data security questions such as data backups? For example, when advising on projects for UC, the supplier may suggest varying backup approaches or methodologies based on project requirements. | The context should be what the Respondent uses internally for data backup, which may include backup of Respondent assets (ex: corporate laptops) utilized on UC engagements. |
| Sustainability Questionnaire and Overall Written Response | Please provide additional details on the detailed scoring as it relates to the Qualitative and Sustainability Written Response and Pricing. I.E. What values are assigned to specific sections within the questionnaires? | Below is a breakdown of the weighting per section. For Capabilities and Experience, we will score the section holistically as to not penalize suppliers who do not provide all 6 of the key areas. Written Response35% <ul style="list-style-type: none"> • Capabilities and Experience - 37.5% <ul style="list-style-type: none"> • Software Planning and Implementations • IT Security • Assessments and Planning • On-Going Support for Software, Services • Data/Analytics • Infrastructure and Hosting • Project Management - 25% • Risk Management - 25% • OMNIA National Program Questionnaire - 12.5% Sustainability15% Pricing Matrix25% Finalist Presentation25% |
| IT Consulting Service Instruction Packet, Section 5.2 | What is the UC typical ratio of staffing (i.e., % of IT staff dedicated to implementation vs % of IT staff dedicated to support)? | Varied by location |
| Questionnaire 1.14 Capabilities and Experience, Software Planning and Implementations: Oracle, Concur, and Others | Does UC currently leverage off-shore vendors/resources for implementation or hypercare? If so, what is the percentage (i.e., % of offshore vs % onshore) | Rarely. There are policy regulations on using offshore resources with sensitive data. |
| Questionnaire 1.14 Capabilities and Experience, Software Planning and Implementations: Oracle, Concur, and Others | What is the current ratio of on-premise applications vs. SaaS / Cloud applications? (% on-premise vs % cloud) | Varied by location |
| Questionnaire 1.14 Capabilities and Experience, Software Planning and Implementations: Oracle, Concur, and Others | Are there additional fees in addition to the 3% OMNIA fee? | No |
| OMNIA Partners Exhibits Exhibit A - National Cooperative Contract Objectives, Section 1.2 Marketing, Sales and Administrative Support | Should the 3% (and additional fees) be imbedded in our rate cards? | Pass-through costs are always up to supplier discretion, but there will be no additional fees outside of the OMNIA portion of the agreement, and supplier should take the same approach to quoting pricing for this scope as they would any other. |
| OMNIA Partners Exhibits Exhibit A - National Cooperative Contract Objectives, Section 1.2 Marketing, Sales and Administrative Support | At what point in the evaluation will the rate card be reviewed? We see this is 25% of overall score, how will it be determined what will be awarded? | The rate card will be evaluated based on the criteria in section 5.2 of the RFP and will be evaluated with all the other criteria after submission. Please note the structure presented in the question asked a few rows above. |
| RFP002997 Event IT Consulting Service Instruction Packet, Section 5.2 | Are rates considered Not-to-Exceed (NTE) or Actual? | They should be actual. |
| All Questionnaires | In the response boxes to the Questionnaire prompts, are we allowed reference to attachments for additional detail/clarity? | Yes, you can absolutely reference and include additional attachments for reference and clarity. The attachments must be clearly labeled with the section and question number it corresponds to. |
| All Questionnaires | In section 1.14-Capabilities and Experience Questionnaire, Data/Analytics Question #43 and #46, both refer to "what projects can you speak to in this space." Please clarify what "space" refers to in these questions. | This is asking the bidder to provide examples of past projects that have been completed in the areas referenced in the section. For example, if there is a reference to a software implementation, we are looking to see if there are projects or initiatives that the supplier supported that they can reference to see if there are commonalities and if the supplier has experience with the same types of implementations and projects The UC has done or is seeking out. |
| Questionnaire 1.14 Capabilities and Experience, Data/Analytics | What "administrative services" are being referred to in question 13 in Tab 1.1.13 General Information of the Questionnaire Excel? Is the intent of this question to elicit information on our administrative support services for our internal office operations (such as front-desk personnel) or support services we may obtain from third-parties who will be directly involved in performing the services we would ultimately be contracted to receive? | The UC wants to understand if there is additional outsourcing the company does from a back-office perspective versus the IT Consulting scope. This helps The UC understand how your organization is structured in terms of personnel and resources. |
| 1.13 General Information Questionnaire, Question 13 | What are the current core systems in place (ERP, SIS, CRM, LMS, etc.)? | Varies by location. At UCSC: Banner ERP, PeopleSoft Campus Solutions SIS, Salesforce implementation underway, Canvas LMS |
| General | Are the systems cited above the same across the UC System, or do they vary by school/campus? | It varies based on the campus, however there are commonalities across the system as well. |
| Follow-up question | Does the UC System current have systems or platforms in place for data collection and analytics? | Varies by location. At UCSC project assessment underway to evaluate and assess our data warehouse. |
| Section 4.6 | How would you rate the current state of IT security at the UC system? Please share any challenges you are currently facing. | Varies by location. At UCSC endpoint protections, staffing of IT Security experts, and device inventorying are challenges. We are also working on closing gaps related to threat identification and post incident recovery. Otherwise, we rate at a 3.5/4 on the Marsh Assessment. |
| Section 3.1, General Scope | Does the UC System office have any pre-existing commitments with public cloud vendors (e.g. AWS, GCP, Azure, Oracle)? | Yes. All. |
| Section 3.1, General Scope | Does the UC System office have an approved data and analytics strategy or any relevant outcomes from a recent data and analytics maturity assessment? | Varies by location. At UCSC, we are in the process of developing a data and analytics strategy. |
| Section 3.1, General Scope | What are the top, current challenges for data and analytics at the UC System office? | Varies by location. At UCSC, integrations, reporting, and data governance are our top challenges. |
| Section 3.1, General Scope | UC states that "suppliers are required to respond to all proposal documents for each category in which they are submitting a response." Can UC clarify what this statement means? | There are 6 key focus areas in scope for this RFP. Some organizations are more specialized, or due to constraints or expertise, are not responding to all six areas of this RFP. If you are not submitting for all six, then you do not need to respond to the questions for the areas that are not part of your organization's core competencies. |
| Main RFP PDF File, page 12, section 4.6.4 o | Please clarify the question being asked. What does "hands-on keyboard fixes" mean? | This means the resource is 'doing' real work vs. advising |

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| Supplier Capabilities and Experience Tab, IT Security Section, question No. 19 | Can UC please provide more guidance around what should be included in the document? How brief or detailed does it need to be? | These questions should be completed within the CalUSource system using the fields provided. There is no document that suppliers will be submitting for the questionnaire as it is contained within the system. In terms of providing supporting documentation or examples (i.e. financial report, sustainability report) that is fine to submit as an attachment, and then referenced within your questionnaire response. |
| Pre Bid Conference- PDF Proposal document - Coverletts | Is there currently a strategy of what major systems (CRM, ERP, etc.) that are shared at UC corporate level versus at an individual school or health center level? | There are differing strategies depending on the department and campus. However, all CIOs at the campus, health center, and OP sectors of the organization collaborate on joint initiatives and strategies. |
| Scope of Work | Is there currently a strategy of what major systems (CRM, ERP, etc.) that are shared at UC corporate level versus at an individual school or health center level? | Not currently. |
| Scope of Work | Does the UC system anticipate transformation/implementation projects spanning multiple schools/health centers at once for a single initiative? | This is certainly possible. |
| Scope of Work | What types of penetration tests are you looking to achieve (external, internal, cloud, application, mobile)? | Expectations would vary based on location and scope. External pen tests are probably most common. |
| Scope of Work | For each type of test, what is the general scope in terms of number of systems or applications in scope? | We unfortunately could not find a suitable answer for this question at the moment. We will try to respond very soon via the Discussion Board forum. |
| Scope of Work | How frequently do you execute tests against any given environment? | We unfortunately could not find a suitable answer for this question at the moment. We will try to respond very soon via the Discussion Board forum. |
| Scope of Work | How do you identify what systems/applications warrant a penetration test in any given time period? | Each location may have its own priority. In general it would be applications that have significant protected data to protect, so larger applications that are higher in risk. |
| Scope of Work | Do you have an existing testing schedule for your constituent organizations? | Testing is done based on the scope of each project. |
| Scope of Work | Is there a mapping architecture assessment that reflects all applications, components and dependencies? | For all of the UC, no. |
| Scope of Work | What data-related strategies are in place currently, e.g., overall Data Strategy, Data Governance, Data Management, etc.? | Varies across the locations |
| Scope of Work | Are these data-related strategies defined at an overall UC enterprise level or does each educational unit have their own set of data strategies? If distributed across units, how is that managed from the enterprise level? | Varies across the locations |
| Scope of Work | Is there a Chief Data Office defined and staffed for UC Enterprise or for any or all of its units? | Not across all of the UC |
| Scope of Work | Since data storage was specifically mentioned in the RFP, what are the primary pain points related to this at UC? | A pain point on UC storage overall is: finding a common solution to get scale benefits that is capable of meeting differing security levels. We have petabytes of data and several petabytes in free services that are reducing the free tier capacity. We need a storage and backup strategy at the UC level so we do not have individuals storing what should be deduped backups in regular file storage. We have a wide number of use-cases and the most pressing/complex ones serve academic and research needs. (such as tradeoffs on speed to access data up/down and cost, and protection levels. |
| Scope of Work | Are data and data-related technology products, standards and patterns defined and managed at the unit level or at the enterprise level and how are those defined and executed upon? | It could be at the campus-level or at the systemwide level, but it is dependent on the individual organization's strategy. |
| Scope of Work | How is data shared / exchanged (within legal and privacy constraints) between the enterprise, units and external parties, and is it formal and defined or more ad hoc? | It is more ad hoc, and dependent on individual business unit discretion. |
| Scope of Work | What is the estimated size of the data across all systems and the data warehouse(s)? How many estimated known databases, data stores (structured / unstructured) exist? | The UC is a very large organization and that is not information we have available currently. |
| Risk Management Questionnaire | Exhibit H is missing in portal | Exhibit H is listed under 1.12 in the Guidelines section of the RFP in CalUSource |
| 1.12 OMNIA Partners - Exhibit H Advertising Compliance | There are no instructions for this attachment; can UC confirm that bidders would sign this after award and not as part of this RFP response? | Instructions for this document are found in CalUSource. This document is for information only. |
| 1.7 UC Appendix HIPAA Business Associate | There are no instructions for this attachment; can UC confirm it's for information only? | This is part of the guidelines that The UC requires all suppliers to access. The attachment is listed as an attachment in 1.7 as UC Appendix HIPAA Business Associate Agreement. It is a PDF and clickable in the guideline. This document will be required to be attached and signed by any awarded supplier from this sourcing event. |
| 1.13 General Information Questionnaire/Question #14 | Appendix B Case Studies asks for <u>one</u> required case study writeup (or more if bidders want to). The "1.19 Appendix D References Form" Excel file is asking for <u>two</u> "case study references". Please clarify the requirements. What is UC's definition of a "case study reference" versus just a customer reference? Are the "case study references" supposed to match the case study write-ups? (some of our case studies are for customers who are not referenceable due to contractual limitations) | The names listed in the client references should match the clients from the case studies provided in the RFP. |
| Appendix C1 Pricing Matrix | Can you clarify the requirement for a separate proposal summary document? | The summary document is a suggestion to create an executive summary or company profile that highlights who the supplier is as a company. The case study submission can be contained within this document or be separate, but you are not required to resubmit any of the responses in the questionnaire or elsewhere in a proposal document. |
| General | Can you clarify the expected format of the case studies? Should any pricing details be included in the case studies? | You can share the pricing details of the previous engagement within your case study submission but it is not required. |
| Case Studies | 1. Is there a page limit to the executive summary? 2. Will a bio book be accepted as an additional attachment to be submitted? 3. Will a separate Case Study attachment be accepted, and in this case is there a preferred format (i.e., PowerPoint or Word) and/or page limit? | The Executive Summary should be concise, and a high-level summary of your organization's capabilities and experience. It should be focused on the qualities of your firm, your understanding of The UC's needs, and how your firm would be an ideal fit to support The UC's IT objectives. There is no preferred format for the case study. It can be submitted as a PDF document. |
| Supplier attachments | 1. Is there insight into the UC systemwide IT Strategy, including key IT transformation and modernization initiatives? 2. Is there insight into the UC technology consulting project portfolio for 2023? | Please reference the Scope of Work document as a reference to previous projects. We do not have a formal roadmap to share at this time. |
| Document: RFP Event and Process Summary | Please expand on patronage fees that may be required for direct solutions for vendors who will not be extending proposed terms and conditions to the national program through OMNIA Partners at this time. | There is no requirement for patronage fees at this time. |
| Document: RFP Event and Process Summary Section: 1. Organizational Context Subsection: 1.2 OMNIA Partners National Program | 1. Please confirm if participation in an assessment through the EcoVadis platform is required. 2. If participation is optional, please confirm if this assessment would be relevant on the decision process. | This is optional, but we are looking to see if you have an Ecovadis certification or another type of sustainability certification. Corporate Social Responsibility will be evaluated at 15% of the overall score of the RFP. |

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| Document: RFP Event and Process Summary Section: I. Organizational Context Subsection: 1.1 UC Sustainable Practices Policy | 1. What are your current testing tools used for test management, performance and automation testing? 2. Can vendor introduce their in house automation platform or tools for different testing phases of software development? | Varies by location. |
| Document: RFP Event and Process Summary Section: III. Scope of Services Subsection: 6. Infrastructure and Hosting | 1. Are vendors who are not offering a national program required to acknowledge requirements as stated on questions #1, 1, 2, 3 and 4? 2. Are vendors who are not offering a national program required to respond to the Company Information questions #5 to 23 within this questionnaire? 3. Please confirm that vendors who are not offering a national program are not required to respond to the following groups of questions within this questionnaire: a. Distribution, Logistics questions #24 to 29 b. Marketing and Sales questions #30 to 65 | The intent of this RFP is to enter into a contract with suppliers to offer services to the UC and nationally. Suppliers that do not offer a national program will be evaluated based on the criteria listed in section 5.2 accordingly. Please answer all questions within the RFP. |
| Document: OMNIA Questionnaire (#18) | 1. Are vendors who are not offering a national program required to respond to the Appendix C2 - RFP #002997_Omnia_Pricing Matrix | The intent of this RFP is to enter into a contract with suppliers to offer services to the UC and nationally. Suppliers that do not offer a national program will be evaluated based on the criteria listed in section 5.2 accordingly. Please answer all questions within the RFP. |
| Appendix C2 Omnia Pricing Matrix | 1. Please define "on-site" and "off-site". 2. Please define "minimum" and "maximum" hourly rates. 3. Are we able to provide a medium rate bucket in addition to "minimum" and "maximum" hourly rates? 4. Are we able to provide hourly rates by capability area i.e., each of the 6 areas described in the scope of this RFP? | 1. Please define "on-site" and "off-site". oIf a supplier has to be on site to perform services or off-site (i.e. remotely) to perform services 2. Please define "minimum" and "maximum" hourly rates. oThe minimum rate that would be charged. The maximum rate that would be charged. 3. Are we able to provide a medium rate bucket in addition to "minimum" and "maximum" hourly rates? oYes. 4. Are we able to provide hourly rates by capability area i.e., each of the 6 areas described in the scope of this RFP? oYes |
| Appendix C1 Pricing Matrix | 1. Do you have a preference for any particular ERP? Is there an existing ERP that you are currently using and would like to be leveraged in any subsequent implementations as well or are you open to other ERPs? 2. Is there an existing Managed File Transfer (MFT) system that you are currently using and would like to be leveraged in Hybrid? 3. Do you have a preference for any particular Customer Relationship Management (CRM) system? Is there an existing CRM that you are currently using and would like to be leveraged in any subsequent implementations as well or are you open to other CRMs? 4. Please provide information on the UC's current application landscape and any available information on strategic plan for continuation and discontinuation of applications? | For MFT and CRM, at a UC level we do not have a readily available inventory of who is using what across the campuses. strategy for most of these use-cases/systems is not set at the system level. We likely have a range, even in one institution and the companies and products probably mirror what they would see elsewhere in higher ed and industry. |
| Appendix B Case Study Document | Would you be interested to see "Scaled data management concepts" using structured and unstructured data capability? Do you have a preference for SQL and NoSQL tool? | Please outline what's been done on an ERP implementation that focusing on functional outcomes and how this work enabled and focused on those, rather than leading w/ technology. NoSQL vs SQL is not of major importance, but we want to understand how your firm solved the problem. Why did they end up with the technology choices facilitated versus a technology that was already picked. How did your firm work with stakeholders to make a successful implementation? |
| Document: Questionnaire #13) General Information Question # 26 | Please confirm "OCM" is defined as Organizational Change Management. | This is correct. |
| Documents: Questionnaires #13) General information and #19: References document | We are still very unclear about the role of Omnia. Are they one of the decision makers? | No, OMNIA is not on The Evaluation Team for this RFP. The Evaluation Team consists of only UC staff members and leadership. Please refer to OMNIA Partners – Exhibit A for details on the OMNIA Partners relationship. |
| RFP 1.2, OMNIA Exhibits and Pre-proposal Conference | Omnia's business model conflicts with our public sector line of business. Our firm has spent years building out our public sector business. When we read the Omnia documents, we'd have to agree to let them be our "primary go-to-market" vehicle for any public sector work. Be required to report to them. Be required to actually attend conferences they selected (and buy booth space from them). Be required to report any other public sector business we won. According to the materials, and what Jeremy and Tomek said on the call, it is implied that we'd need to agree to The Omnia "National Contract" to be in the running. Is this true? Will we be in any way disadvantaged if we decline? | The intent of this RFP is to enter into a contract with suppliers to offer services to the UC and nationally. Suppliers that do not offer a national program will be evaluated based on the criteria listed in section 5.2 accordingly. Please answer all questions within the RFP to the best of your ability. If you have any exceptions, make sure to provide them with your response. |
| RFP 1.2, OMNIA Exhibits and Pre-proposal Conference | For a firm's response to this request, is there any advantage of having a CMAS and/or a DGS IT contract in place with the State of California? | There is no advantage to holding any CMAS and/or DGS contracts with the State of California. |
| General | Can approved firms proactively engage in marketing activities with possible hiring managers or must there be an open project request before firms reach out to managers? | Yes, awarded firms can and should reach out to stakeholders to proactively build relationships. |
| General | Do you have plans in place to move to the cloud or will vendors be required to work with UC to develop plans? | The UC is complex and several operations are cloud-based. It is dependent based on the project and department, and if you need further understanding of the organization's current state, please reference the scope document that outlines previous projects and initiatives. |
| RFP 3.1 and Capabilities Questionnaire | Will there be a need to convert old mainframe or other legacy applications to modern technologies and formats? | There are always new initiatives and new technologies to implement. |
| 1.13-1.20 Questionnaire - 1.1.13 General Information Q#26 & 7.1.19 References Q#1 | In reference to the Questionnaire's capabilities and experiences question #3, could you clarify any specific existing systems UC uses today that they would like us to respond to? | There aren't specifics that we can call out currently, but please reference the Scope of Work document that outlines previous work The UC has done as examples of what we are seeking for future engagements. |
| 1.13-1.20 Questionnaire - 4.1.16 Risk Management & Comp - Question #4 | Will contact information for references be made public if shared at time of submission? If shared, do UC/OMNIA take steps to ensure the confidentiality of individuals' contact information? | Mark any items deemed proprietary/confidential with your response. OMNIA Partners will help to ensure that any contracts posted on the OMNIA Partners website will be redacted and free of proprietary and confidential information as allowed. |
| Appendix D Reference Form | Will case study information and reference organization names be made public if shared at time of submission? If shared, do UC/OMNIA take steps to ensure confidentiality of BCG client names and case study information considered competitive information? | Mark any items deemed proprietary/confidential with your response. OMNIA Partners will help to ensure that any contracts posted on the OMNIA Partners website will be redacted and free of proprietary and confidential information as allowed. |
| General Information | When will finalists be notified of needing to present? | Finalists will be notified in late March or early April 2023 |
| RFP Section IV, page 10 | Could you please give us a sense of what some of the early RFPs' work scopes might look like under the frame agreement? | Please see the scope document for direct examples of previous projects, assessments, and initiatives. |

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| General Information | With regard to the UC's Purchasing Agreement, can the UC please confirm that the form in its current format is solely for respondents' information and does not require it to be signed and attached? | We do not need respondents to sign our terms and conditions "as-is". We do ask that if there are major redlines that your firm will need to strike, or other major exceptions to the language, we request that you notify The UC, and outline the exact exceptions required. |
| Pre-proposal conference | Does the UC want written case studies and a full written response to be attached in CalUSource separately, or should the case studies be added to the full written response, if respondent submits one? | Case studies should be submitted as an attachment alongside the pricing matrix, executive summary, and any other major redlines or supporting documents for the submission. |
| RFP, 5.16 Specifications and Exceptions | May respondents make exceptions to any part of the RFP and all OMNIA and UC documents? Should exceptions be written and attached as a separate document in CalUSources, or be part of the written response? | Yes. Respondents are encouraged to provide any exceptions/redlines they have to any all OMNIA and UC documents at the time of submission. Please provide a separate document listing the document and where the term is along with the proposed exception/redline, or mark the redline directly on the document and a brief reason for the exception/redline. |
| RFP, 5.16 Specifications and Exceptions | Should exceptions be written and attached as a separate document in CalUSources, or be part of the written response? | Exceptions should be submitted as a written response, and included as an attachment. This can be on a word document or through another written medium. |
| RFP Cover Page, Section 4.1 Timeline | Is there a concise list either in the RFP or in CalUSource that of all of those items that UC requires as attachments in CalUSource with the response? | Here is the full list of what is expected of a supplier submission for this RFP: Acceptance of All Guidelines and Review all Attachments within Guidelines - If there are exceptions, major redlines, or showstoppers, please submit a written response or redlines to the documents as attachments. These can be submitted in the Supplier Attachments. Complete Questionnaire in CalUSource (1.13-1.20) - Complete all questions by writing in the text fields in CalUSource. Certain questions will ask or provide attachments to complete (like 1.19 Reference form) Review the Case Study document and submit - Submit case studies via PDF or other presentation-style format that highlights your firm's ability to complete projects in one of the 6 focus areas outlined. Please submit as many case studies as you are able that highlight your firm's core competencies - This can be submitted in the Supplier Attachments. Pricing Matrix - Fill out the excel document for the pricing for both The UC and OMNIA Partners. If you are not planning to participate in the OMNIA program, submit only The UC pricing. - This sheet can be submitted in the Supplier Attachments Executive Summary/Company Overview (Optional) If you would like, submit a high-level summary of your firm that highlights the type of work and core competencies of your organization. This will act as a cover letter to your response and is not required. |
| OMNIA Partners Exhibits F - Federal Funds Certifications | Could the UC clarify if respondents are should answer questions on the Questionnaire spreadsheet in the "Response" column and attached it in CalUSource? | Confirmed. For the entire RFP, the following items need to be submitted: all guidelines accepted (with any changes or redlines addressed via submission through an attachment or redlined document), the questionnaire completed in full for all sections (1.13-1.20 [1.19 has the references form]), Completed case studies per the instructions on Appendix B, completed pricing matrix for The UC and OMNIA National Program (national pricing is optional but will be scored.) The only optional submission is an executive summary/company overview which can be attached to the case study or as a separate document. |
| Section 2.1.14, Question 41 | Can the UC confirm that the response is to be written in CalUSource, not within the Questionnaire spreadsheet? | The questionnaire Excel sheet was provided for suppliers to ask questions for this specific period of the RFP. You should respond to all questions from the RFP questionnaire (sections 1.13-1.20) in CalUSource via the text forms in the browser. |
| Section 2.1.14, Question 28 | With regard to OMNIA Exhibit F, does the UC want this completely filled out and attached to our response in CalUSource, or is it solely for respondents' information at this time? | The questionnaire Excel sheet was provided for suppliers to ask questions for this specific period of the RFP. You should respond to all questions from the RFP questionnaire (sections 1.13-1.20) in CalUSource via the text forms in the browser. |
| OMNIA Partners Exhibits F - Federal Funds Certifications | Could the UC please define "data and analytics space"? | This is in reference to the focus area of "Data and Analytics" if you are unsure of what is contained in this area, please read the Scope of Work document for examples of previous work The UC has done in this space. |
| Section 2.1.14, Question 41 | Can the UC please define "hypercare"? | Hypercare is the period immediately after a major change, implementation or transformation where resources are ready and available to address any unexpected issue. Often referred to as a stabilization period post-cutover/go live |
| Section 2.1.14, Question 28 | The UC refers to Exhibit X, however Exhibit X is not included in the Buyer's attachments on CalUSource. | There is a link here to what is being referenced. Please complete this and attach for your response in the attachments section. https://library.educause.edu/-/media/files/library/2022/6/hecvatlite303.xlsx |
| Section 4.1.16, Question 11, Data Security | The HECVAT contains multiple duplicate questions to what is asked in 4.1.16. Please clarify if the HECVAT is required to be completely filled and attached in CalUSource. | There are most likely duplications, but please copy/paste to provide the response in the written questionnaire. |
| Section 4.1.16, Question 11, Data Security | Could the UC elaborate on the multifactor authentication requirements it is seeking with regard to "end users", "Respondent/corporate" users? It is unclear what is being referred to. | Respondent authentication mechanisms utilized for Respondent employees, contractors, and customers, allowing access to Respondent systems -- for both privileged users and regular users. For example, regarding external access to Respondent systems, all Respondent's employees and contractors are required to utilize MFA to access Respondent email and internal networks. Core applications and services require MFA for login. MFA is enabled for all Respondent VPN users. |
| Section 4.1.16, Question 8, Ethics and Compliance | Please clarify the way in which case studies should be presented: the UC wants the case study reference's name and contact info to be written in Appendix D and attached in CalUSource, correct? However, the written case studies themselves should be attached in CalUSource either as a separate PDF/Word doc; written into a full written response and attached if respondents chooses to write a full response. Is this correct? Please clarify. | The case studies should be created as a demonstration of your abilities in each of the 6 key areas you plan to bid on for this scope. These can be submitted in a presentation-style via PDF outlining a specific project or engagement that addresses the client's problem, the supplier's role in fixing the issue, and the successes and outcomes of the entire engagement. This should not be written into an answer field, but should be a holistic demonstration and showcase of the supplier's abilities in the core competency, showing their knowledge and problem-solving abilities. Suppliers can upload Case Studies as an attachment to the Attachments section of CalUSource. |
| Appendix B Case Study Document | Will the UC be contacting respondents' Case Studies references and other references? If so, can the UC please describe how they will be contacted (phone/email) and what will be asked. | We will be contacting references later in the RFP process during the finalist phase. |
| Appendix B Case Study Document | Will bidder be considered non-compliant if they leave the on-site pricing fields blank in Appendix C1 and respond only to the off-site fields? | You can respond to whichever field you find applicable for the billable rates. You will not be deemed non-compliant. |

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| Appendix C1 Pricing Matrix | Will bidder be considered compliant if they leave on-site pricing blank in Appendix C2 and respond only to the off-site fields? | The expectation is to fill out both fields, with billable rates for consultants who are able to travel to the office for meetings, or come on-site for projects. If rates are the same for both on-site and off-site work, please fill out both columns accordingly. You will not be deemed non-compliant. |
| Appendix C2 OMNIA Pricing Matrix | Will the pricing listed in Appendix C1 be posted publicly? | As this RFP is a public solicitation, all resulting documentation is public information. However, OMNIA Partners will work with suppliers on what documentation needs to be posted and can omit posting pricing documentation on the OMNIA Partners website. |
| Appendix C2 OMNIA Pricing Matrix | Should a 3% administrative fee be applied to prices provided in to the UC in Appendix C1 as well as to OMNIA in Appendix C2? | There is no requirement for patronage fees at this time. |
| Appendix C2 OMNIA Pricing Matrix | The RFP states that you have partnered with OMNIA partners and the work will fall under that coop agreement. Are we proposing to do the work under that coop agreement or under the University of California's Ts and Cs? | The intent of this RFP is to enter into a contract with suppliers to offer services to the UC and nationally. UC will be the contract holder of the resulting Master Agreement. Please refer to OMNIA Partners – Exhibit A for details on the OMNIA Partners relationship. |
| Appendix D References Form | In order to maintain independence and objectivity, bidder does not perform implementations, but we do provide implementation oversight / quality assurance and advisory services. In order to qualify for the core competencies where "implementation" is listed, will the UC allow for oversight / quality assurance services over implementations? | Yes |
| Appendix B Case Study Document | Section 5.2, Best Value, states that Finalist Presentations will receive 25% of the total evaluated score. Section 5.10.3 states, however, that Finalist Presentations will be at the UC's discretion and may be determined to be unnecessary. If that is the case, how will the 25% allocated to Finalist Presentations be used in the scoring/evaluation of proposals if the Finalist Presentations do not occur? | Yes |
| Appendix D References Form | Column G (Response Options) is locked. Please confirm the UC is not expecting responses from bidders in those cells. | Provide an adequate response to answer the question. The UC nor OMNIA Partners can describe what "depth" a supplier is willing to provide to a question. |
| Questionnaire | The options are limited to 'Select' and 'Yes'; an option for 'No' is not available. Please clarify how we should respond if our answer is 'No' - the cell does not allow for alternative text. | Provide an adequate response to answer the question. A high level overview will suffice. The UC nor OMNIA Partners can describe what "depth" a supplier is willing to provide to a question. |
| 1.18 OMNIA Questionnaire; Q14 - 18 | Please confirm that a Fixed Price Services fee structure is allowable for all consulting services the bidder may provide if awarded the Agreement. | Only respond yes to certifications that a supplier holds. Do not respond to certifications that a supplier does not hold. |
| Appendix A - Scope of Work | We are unclear what actions are required from us on Appendix A Scope of Work. Can you provide guidance on if you are looking for a written answer to this document, and if so, what format you would like it to be in? | There are no actions at this time, this is just an information sheet to give you a sense of the types of projects contained within the scope of this RFP, and the type of work The UC does on a regular basis. |
| Appendix E - SOW Template | We are unclear what actions are required from us on Appendix E Statement of Work. Can you provide guidance on if you are looking for a written answer to this document, and if so, what format you would like it to be in? Are we expected to provide a draft statement of work as part of our response? | This is the template The UC uses for individual engagements with suppliers for scopes of work. This is just an example, and is included for informational purposes only. |
| Exhibit F - OMNIA Partners | Are we expected to complete this form as part of the submission process? | Yes |
| Exhibit G - OMNIA Partners | Are we expected to complete this form as part of the submission process? | Yes |
| 1.14 Question 3 | What do you mean by our software solutions able to integrate with existing systems? What does existing system refer to? | This is a question that asks how you handle implementations and compatibility with other software in terms of integration and add-ons. Please discuss how you handle challenges in this space, and solutions you provide when it comes to software integrations specifically. |
| 1.14 Question 43 | Does response to question #43 refer to Question #42 when you say what projects can you refer to in this space? | Yes, it does. |
| 1.15 Question 26 | Please define what/who is meant by UC business partners? | Internal UC stakeholders who reach out to external firms for consulting work. |
| 1.15 Question 27 | Can you define in more detail what level of reporting you are asking for here? Is this reporting tied to an individual project across all of these levels? | We are looking for reporting from suppliers about our ongoing work systemwide, and the data on spend, project types, and other metrics for QBRs. We expect awarded suppliers to participate in these reviews on at least an annual basis where we will review previous engagements and The UC's spend and project data associated. |
| 1.14 Capabilities Question 63 | Does "projects in the hosting space" refer to projects where we have generally implemented hosting as a portion of the solution, or is this question specific to projects where we are providing hosting services, i.e. a managed hosting service? | Yes, we are looking to see which projects you have supported in the areas of Managed Services |
| 1.18 OMNIA Questions 61 | At this point in the process, we can't commit to certain sales levels over the next 3 years, are there specific penalties if sales goals are not met? | There are no penalties, and that is fine if you are unable to provide this. |
| 1.18 OMNIA Question 34-36 | Please expand on the level of depth you are expecting in our response for plans related to each of these questions? | Provide an adequate response to answer the question. The UC nor OMNIA Partners can describe what "depth" a supplier is willing to provide to a question. |
| 1.18 OMNIA Question 33 | Please indicate level of depth you are expecting in a 90 day plan at this point in the process? | Provide an adequate response to answer the question. The UC nor OMNIA Partners can describe what "depth" a supplier is willing to provide to a question. |
| 1.18 OMNIA Questions 14-18 | Questions 14-18, relating to Supplier certifications: The dropdown menu in Column H on Rows 22-23, 25-26, 28-29, 31-32, and 34-35 only allow for a "Yes" response. How should a Supplier indicate they do not hold one of the specified certificates? | Provide an adequate response to answer the question. A high level overview will suffice. The UC nor OMNIA Partners can describe what "depth" a supplier is willing to provide to a question. |
| 1.19 References | Do you want the reference information embedded within the answer to the question or do insert the attachment somewhere on the RFP response site? | Only respond yes to certifications that a supplier holds. Do not respond to certifications that a supplier does not hold. |
| Appendix B Case Study Document | Case #5: Data and Analytics: When you refer to detailing "a previous colocation project", are you referring to a datacenter colocation project? Can you please clarify if this relates to providing equipment in a colocation center, providing connectivity in a datacenter, or moving data from a collocated center to the cloud or otherwise? | We are interested in hearing about all of these suggestions. For example - a migration to a colo could involve helping get connectivity at the right level, and with migration, how we could use consulting (moving data and/or equipment), and how it could involve shutting a data center in conjunction w/ a cloud migration. Can you pick an example from previous experience that is the most higher-ed/UC aligned and where a project has made the most impact? Please factor in that our institutions are not very top-down - so there will need to be change management figured in as well. |
| Appendix C1 Pricing Matrix | How should vendors address potential travel costs in the Pricing Matrix? | Travel costs should be outlined separately, but must follow The UC's travel policy. Do not include these in your pricing matrix. |
| Appendix D References Form | In the Bidder's Conference Q&A it was stated vendors need to provide a total of (4) References, not (4) References per scope category? Please confirm. | Four (4) references total, not per scope area. |
| Appendix D References Form | Can a "prior" Reference be a completed engagement within a current client? | Yes |

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| Appendix D References Form | Can all (4) References be current projects? | We prefer if the project has been completed, but it can be a current client |
| Appendix D References Form | Can one or more of the References also be used as a Case Study? | Yes |
| 1.1.13 General Information Tab | Question 26 indicates (5) References are required. Should this be (4) References to be consistent with the other sections of the RFP? | Yes |
| 6.1.18 OMNIA Questionnaire Tab | What do the "Yes" & "No" responses in the RESPONSE OPTIONS column indicate? | Only respond yes to certifications that a supplier holds. Do not respond to certifications that a supplier does not hold. For response there are two options to respond "yes" or "no" based on the question asked. If your answer falls outside of this parameter, try your best to respond accordingly. |
| 1.14 Capabilities and Experience Tab | Question 46 asks, "What projects can you speak to in this space?" Are you looking for a full list of all types or a general list of projects? | A general list of projects that help us to understand if you have experience in this space, it does not need to be extremely in-depth, but should list out at a high level if you are familiar with standard assessments and projects for the subject matter. |
| General | Since vendors will receive responses to the Q&A on Feb 17 at the earliest and Feb 21 at the latest, would UC consider a two week extension to the proposal due date to give vendors required time to make any necessary modifications to their proposals? | We do not plan to extend the deadline for this RFP. |
| General | Are there any guidelines relative to the length of responses to the Questionnaires and the Case Studies? | We expect Case Studies to be an in-depth look at previous projects that highlight important details and knowledge of the subject area. For questionnaires, these can be more high level, but still should speak to your experience and demonstrate the firm's knowledge in this space. There should be a character limit listed for text fields as a guide. |
| General | Are we allowed to embed documents as part of our responses to the Questionnaires? | Yes, you can absolutely reference and include additional attachments for reference and clarity. The attachments must be clearly labeled with the section and question number it corresponds to. |
| General | Can we respond to additional scope categories that we didn't identify on our previously submitted Intent to Bid form? | Yes, as long as you have indicated you meet the requirements and are able to respond to at least two areas listed within the 6 key areas. |

IT Consulting Services RFP Pricing Template

RFP # 002997

Supplier Name:

Pricing for Scope of Services

Instructions:

1. Provide hourly rate (\$/hr) of resources for scope of services, inclusive of subcontractors, UC does not allow for mark-ups on subcontractors.
2. If the Supplier uses a different naming structure for a role level, provide the matching role title/level in the second column.
3. If you provide value-add services and additional roles are not listed below, provide the role level/title and Hourly Rate in the extra rows provided.

| Role Level | Supplier Equivalent Role Title | Experience Level | UC Hourly Rate MINIMUM (on-site) (\$/hr) | UC Hourly Rate MAXIMUM (on-site) (\$/hr) | UC Hourly Rate MINIMUM (off-site) (\$/hr) | UC Hourly Rate MAXIMUM (off-site) (\$/hr) |
|-------------------------|--------------------------------|------------------|--|--|---|---|
| Partner | | | | | | |
| Director | | | | | | |
| Senior Manager | | | | | | |
| Manager | | | | | | |
| Senior Consultant | | | | | | |
| Consultant | | | | | | |
| Analyst | | | | | | |
| Sr. Solution Specialist | | | | | | |
| Solution Specialist | | | | | | |
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Instruction:

Provide any assumptions and/or comments as it relates to the proposed Hourly Rates.

IT Consulting Services

RFP # 00----

Supplier Name:

Pricing for Scope of Services

Instructions:

1. For each locality indicated, provide hourly rate (\$/hr) of resources for scope of services, inclusive of subcontractors. UC does not allow for mark-ups on subcontractors.
2. If the Supplier uses a different naming structure for a role level, provide the matching role title/level in the second column.
3. If you provide value-add services and additional roles are not listed below, provide the role level/title and Hourly Rate in the extra rows provided.

| | | | Alabama | | | | |
|-------------------------|--------------------------------|------------------|---|---|---|---|--|
| Role Level | Supplier Equivalent Role Title | Experience Level | OMNIA/National Hourly Rate MINIMUM (on-site) (\$/hr) | OMNIA/National Hourly Rate MAXIMUM (on-site) (\$/hr) | OMNIA/National Hourly Rate MINIMUM (off-site) (\$/hr) | OMNIA/National Hourly Rate MAXIMUM (off-site) (\$/hr) | OMNIA/National Hourly Rate MINIMUM (on-site) (\$/hr) |
| Partner | | | | | | | |
| Director | | | | | | | |
| Senior Manager | | | | | | | |
| Manager | | | | | | | |
| Senior Consultant | | | | | | | |
| Consultant | | | | | | | |
| Analyst | | | | | | | |
| Sr. Solution Specialist | | | | | | | |
| Solution Specialist | | | | | | | |
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Instruction:
Provide any assumptions and/or comments as it relates to the proposed Hourly Rates.

Information Technology Consulting Services RFP #00

*Questionnaire Name: **General Supplier Information**
 Questionnaire Type: Technical
 Questionnaire Description: General Vendor Information

Name of Supplier:

% Weight
5%

* SEQUENCE NUMBER * QUESTION TITLE Supplier Response

| * SEQUENCE NUMBER | * QUESTION TITLE | Supplier Response |
|-------------------|--|-------------------|
| 1 | Provide general information on your company, including: | |
| | a) Full name; Legal and Trade Name | |
| | b) Authorized Negotiator (name and email address of a person(s) in your organization authorized to negotiate contract terms and render binding decisions on contract matters | |
| | c) Address | |
| | d) Phone Number & Fax Number | |
| | e) Website Address | |
| | f) Parent Company (if operating as a subsidiary or affiliate) | |
| | g) Indicate Entity Type; partnership, corporation, individual, etc. | |
| | h) Public or Private Company | |
| | i) Date Company Founded | |
| | j) State of Incorporation or Formation | |
| | k) List of branch offices or other subordinate elements that will perform or assist in performing work herein | |
| | Do you intend to use subcontractors? If yes, provide the name, address, and phone number of any subcontractor that you will obtain via contract to perform any portion of work proposed in this RFP. | |
| 2 | Operational Company Information | |
| 3 | Do you outsource any administrative services to a third-party provider? If so, provide details. | |
| 4 | Submit audited financial statements for the past two (2) years in order to establish financial viability. | |
| 5 | Provide your organization's Dun and Bradstreet number. | |
| 6 | Has your organization experienced recent merger or acquisition activity, or has any such pending activity been publicly disclosed? If so, describe, specifically addressing any reorganization or operational changes that would affect your product or services. | |
| 7 | Are there any recent or anticipated changes in your organizational structure (e.g. key personnel, consolidation of operations, new service centers) that would impact UC. Include a project plan and timeline if applicable. | |
| 8 | Is any litigation pending against your organization? If so, give details. | |
| 9 | Has your company ever filed for bankruptcy? If so, when and what is the current status of your filing? | |
| | Provide the following information relative to your current Book of Business: | |
| 10 | A.) Total Clients | |
| | B.) Total Clients with similar size as the UC | |
| | a) Describe your company experience with customers in Higher Education and/or academic medical centers. | |
| | b) Summarize in 500 words or less why you are a match for UC and why UC should select your organization over your competitors. | |
| | Emphasize how you are different from your competitors. | |
| 11 | If Supplier is a current or previous UC Service Provider, give the agreement term dates, agreement number, contracting department, services provided and agreement revenue of agreement(s) for the prior five (5) years. | |
| 12 | Provide the primary contact information for the person responsible for your proposal. Include name, title, address, phone number, and email address. | |
| 13 | Are any of the members of your Board of Directors, officers, employees, or consultants affiliated with UC? If so, describe the relationship. Are any of these individuals responsible, in whole or in part, for the preparation of your proposal or would they have any decision-making role if your company were awarded the bid? | |
| 14 | Provide three (3) current client references and two (2) terminated client references. Provide the company name, individual name, title and contact information, and the dates the client is/was active. Priority should be given to California clients. | |
| | Describe your company's ability for the following invoicing payment options (Select all that apply): | |
| | If selected "Other" in question #27 regarding your company's invoicing payment option abilities, please specify and substantiate other invoicing payment options. | |