

RFP Event & Process Summary
Expedited Mail, Small Ground Freight, Related Products and Services

- A. **Purpose & Objectives of the RFP:** The purpose of this Request for Proposal (the “RFP”) is to invite qualified suppliers to prepare and submit a proposal (or “bid”) to furnish on a national cooperative level domestic and international expedited mail, small ground freight, related products and services, which shall include inbound and outbound, as well as all air and ground services to [The University of California \(“UC”\) and OMNIA Partners participating agencies](#), in accordance with the requirements defined throughout this RFP.

The overall objective of the RFP is to select a national Proposer (s) to assist UC in establishing the most cost effective and efficient procurement program for Expedited Mail and Small Ground Freight while maintaining high standards of quality and service. With that intent UC is interested in evaluating the costs and benefits of several alternative methods for acquisition of these services for all University of California locations and OMNIA Partners participating agencies.

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.

- B. **Scope:** The overall objective of this RFP is to select a Supplier (or Suppliers) that will provide expedited mail, small ground freight, related products and services in the most cost-effective manner while maintaining the highest quality and standards. Qualified proposers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a national cooperative business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to most effectively meet OMNIA Partners national participating agencies’, and the UC’s, needs.

Although this section reflects the needs and requirement of the UC, OMNIA Partners Participating Agencies may have additional needs and requirements. The awarded Supplier will have the ability to offer comprehensive expedited mail, small ground freight, related products and 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. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Current estimates of UC systemwide package volume and spend by Expedited Mail and Small Ground Freight Service categories are as follows:

	Parcels	Spend
Ground (Domestic)	273,000	\$1,900,000
Air (Domestic)	225,000	\$4,500,000
International	31,000	\$1,500,000
TOTAL	529,000	\$7,900,000

C. Organizational Context

University of California

The UC's fundamental mission is teaching, research, and public service. Founded as the state's first and only land grant institution in 1868, the University of California (UC) has approximately 273,000 undergraduate and graduate students, a workforce of 223,000, and is comprised of the following locations, their adjacent offices, remote offices, and defined as the following locations:

- **Ten Campuses** - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- **Five Medical Centers** – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- **The UC Office of the President** – A central system-wide 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** – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab**, which is owned by the Federal Government, but managed by the University of California.

• Additional centers and offices as further detailed at:
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>

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

OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with 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"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

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, 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. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the

best prices for products and services. 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. 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 allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents Exhibit A, B, F, and G.

D. Scoring Criteria

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

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

Proposals will be evaluated on the following criteria:

- Company Summary 5%
- Company Capabilities 35%
- Sustainability 15%
- Value Added 20%
- Cost 25%

E. Minimum Requirements

To participate in the University of California Request for Proposal for Expedited Mail, Small Ground Freight, Related Products and Services Suppliers must commit to meeting the following University of California minimum requirements:

1. **University of California Locations:** Supplier must be able to provide services to all [University of California](#) current and future locations.
2. **Licenses:** Supplier must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
3. **Federal and State Laws:** Supplier must operate within the guidelines of all Federal and State Laws and Labor Codes.

4. **Labor Services:** Supplier will not provide services to the University of California that are wholly or in part, provided by forced labor, convict labor, or indentured labor under penal sanction.

5. **Pricing Management:**

- a. **Price Protection:** Prices quoted will not increase during the first twelve (12) month period of the Agreement. Price increases after the first twelve (12) month period, if any, shall be made on an annual basis as negotiated by both parties. Any price increases require a sixty (60)-day written notification. In no event shall price increases on an aggregate basis exceed three percent (3%) or Producer Price Index (PPI), Couriers and Express Delivery Services, Expedited Courier Services, Series ID PCU4921104921102 (Source: [Bureau of Labor Statistics \(BLS\)/United States Government](#)) whichever is less. In the event that a certain service has a significant price increase in excess of three percent (3%) those particular services shall be negotiated individually. Proposed price increases for any renewal periods must be supported by documented evidence of supply chain increases.
- b. **Supplier Price Decreases:** Suppliers are advised that there is no mandatory use policy at the University of California. The Supplier must compete with other Suppliers for departmental orders. Therefore, it is essential that any reduction in operating costs to the Supplier result in price decreases to be passed on to the University immediately and the Bidder agrees to do so. Further, Supplier will provide notice to UC of all such price changes in a timely manner. UC shall benefit from any lower price offered to other universities, hospitals, government agencies, or entities where the economic and service requirements (comparable accounts, same spend, same package volume, and same delivery location patterns) are substantially similar. If the Supplier's list price is reduced, UC shall benefit from a corresponding price reduction.
- c. **UC Location Requirements:** Each UC Location reserves the right to select the pricing model that best meets their requirements.

6. **Insurance Requirements:** If work is to be performed on University of California premises

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

7. **Original Service Provider:** Supplier should be the Original Service Provider. Supplier's name must appear on all service documentation submitted in Supplier's proposal.

8. **Independent Dealers/Franchisees:** Independent Dealers/Franchisees are not allowed to participate in this RFP process.

9. **University of California Expedited Mail and Small Ground Service Requirements:**

- a) Required Services: Supplier must indicate, of the choices shown below, which Expedited Mail, Small Ground Freight, Related Products and Services it can supply to the University of California, for all locations:

Domestic

- i. University of California Systemwide Domestic Inbound Expedited Mail
- ii. University of California Systemwide Domestic Outbound Expedited Mail
- iii. University of California Systemwide Domestic Inbound Small Ground Freight
- iv. University of California Systemwide Domestic Outbound Small Ground Freight
- v. University of California Systemwide Domestic Inbound Home Delivery
- vi. University of California Systemwide Domestic Outbound Home Delivery
- vii. University of California Systemwide Domestic Inbound Hazardous and Dangerous Material Handling
- viii. University of California Systemwide Domestic Outbound Hazardous and Dangerous Material Handling

International

- i. University of California Systemwide International Inbound Expedited Mail
- ii. University of California Systemwide International Outbound Expedited Mail
- iii. University of California Systemwide International Inbound Small Ground Freight
- iv. University of California Systemwide International Outbound Small Ground Freight
- v. University of California Systemwide International Inbound Home Delivery
- vi. University of California Systemwide International Outbound Home Delivery
- vii. University of California Systemwide International Inbound Hazardous and Dangerous Material Handling
- viii. University of California Systemwide International Outbound Hazardous and Dangerous Material Handling

- b) Delivery Models: All proposals must be based on the following two (2) delivery models. The University reserves the right to split this award by service category or UC Location, selecting any or a combination of the delivery models which in the sole opinion of the University, is in its best interest. During the term of this Agreement, all locations of The University of California reserve the right to change the original delivery model under which the expedited mail, small ground freight, related products and services were initially implemented to accommodate changing business models at UC Locations.

The Delivery Models at the University of California are constantly evolving, often due to external requirements from local municipalities and UC Location leaders. This requires that all University Supplier(s) to be flexible and have the ability to work with

each location in their current state and when and if delivery models change. The current primary delivery models are as follows:

- i. Model 1: Desktop Delivery/Pick-Up Services Multiple and Unlimited Delivery/Pick-Up Locations: The Desktop Delivery Model is one in which the Carrier(s) will provide delivery to and/or pick-up from the recipient's/ shipper's desktop or a specific location within their department (e.g. central administrative offices or departmental receiving location). This mode of delivery/pick-up requires that the Carrier(s) obtain access to the Location(s) and deliver/pick-up the packages to/from the recipient/shipper on the address or their designee within the same department. Individual departmental orders will be placed directly with Carrier primarily via web-based electronic order management system. There will be instances where some UC Locations will still utilize paper bills and call in for delivery/pick-up. The Carrier will provide a direct delivery or pick-up, defined as one delivery point per specific order directly to the UC Clients. A multiple and unlimited number of delivery/pick-up points may exist per UC Location, with no additional fees associated with such service. The Carrier will be responsible for providing program management and administration functions, Client Service, marketing, management reporting, billing, cost allocation, conversion, system development and support, program implementation, dedicated account management team, including on-site representative(s), and all other services associated with the desktop delivery option.
 - ii. Model 2: Last Mile Delivery, Centralized Ordering, Delivery, and Pick-Up with Redelivery to UC Departments by the UC Mail Services and/or Other Centralized Units: The Centralized Location-Wide Model is one in which carrier(s) provide delivery to and/or pick-up from a single centralized location for the entire UC Location. In this model the UC Location Staff then provides re-delivery or "Last Mile Delivery" to the recipients or departmental designees at the time and destination of final delivery. Expedited Mail and Small Ground Freight Services available from the Supplier's standard offering, unless specifically excluded by the Agreement would be ordered on an as-needed basis based on the service requirements specified in this RFP. In this model the Supplier(s) provide a financial incentive in the form of compensation payable to the participating UC Location(s). Individual UC Location(s) will work with the awarded Supplier(s) based upon their individual location needs to determine the most appropriate delivery model and financial terms for their situation.
- c) University of California's Inbound Freight Program Requirement: Supplier must commit to provide services for the University of California Inbound Freight Program. Suppliers are required to have the ability to integrate with [Vantage Point Logistics, LLC \(VPL\)](#), which the University of California has engaged in a contractual relationship for the provision of services related to the implementation, set-up, and support services necessary to manage inbound shipping costs. If the Supplier does not have an existing relationship with VPL the Supplier must be willing to enter into a partnership with VPL for the purpose of the implementation of the University of California's Inbound Freight Initiative. Supplier will support the University of California operationally if it becomes necessary to change its designated partner during the term of this Agreement and any Extensions to the Agreement.

Upon request, Supplier will coordinate with other UC suppliers to use UC rates for inbound shipping to UC locations.

- d) **Outbound Program Requirement:** Supplier must commit to provide services for the University of California's various desktop shipping partners. Suppliers are required to have the ability to integrate with any designated partner with which the University of California has engaged in a contractual relationship for the provision of desktop shipping services. Supplier will support the University of California operationally if it becomes necessary to change its designated partner during the term of this Agreement and any Extensions to the Agreement.
 - e) **Customs Brokerage Requirement:** Supplier must commit to coordinating with American Cargoservice (ACS), UC's designated customs broker. If it becomes necessary to change its designated partner during the term of this Agreement and any Extensions to the Agreement, Supplier will support the UC operationally and will agree to work with any new partner designated by the UC for customs brokerage services.
 - f) **Technology Integration Solutions:** Supplier must be willing to work with each UC Location within the first ninety (90) days of signing the Agreement resulting from this Award to determine what is needed in terms of technology and set-up the systems necessary to be fully integrated and operational at all UC Locations (Campuses and the Office of the President) with:
 - i. e-Procurement Systems.
 - ii. Accounts Payable Systems.
 - iii. Third-party Mail Systems.
 - iv. Operational equipment necessary to integrate all of the Systems.
- 10. Account Number Consolidation and Issuance:** Supplier must commit to implement a program with the UC Locations during the first ninety (90) days after contract execution, to limit (e.g. consolidate accounts) the total account numbers issued to UC Users to a number deemed acceptable by the Purchasing/Procurement Account Managers from each UC campus. Supplier must commit to implement a program within their own operations/Client Services call centers to limit the issuance of account numbers to University of California employees.
- 11. Implementation Expenses:** Supplier must be willing to accept the responsibility for all direct expenses related to the implementation of the Agreement(s) resulting from this RFP including but not limited to; technology solutions, equipment, marketing costs, delivery route modifications, and account management and representation.
- 12. Supplies:** Supplier will supply all Locations and Departments of the University of California with boxes, envelopes, and any other supplies requested by the University Clients free of charge, in a timely manner, and in the quantities requested by the Client.
- 13. Supplier Service Guides:** Service Guides will be provided to the University of California free of charge. Bidder will provide, at no additional cost to the University, electronic Service Guides to UC locations at any point in time when requested by UC Clients. Hard-copy service guides will be distributed at no additional cost, upon request.

14. Current Data: Supplier(s) awarded a system-wide agreement as a result of this RFP will be required to provide quarterly data reports that should include the following items:

- a. Origin
- b. Destination
- c. Weight
- d. Shipment Date
- e. Parcel Type (Document, Letter, Package, etc.)
- f. Account name
- g. Description of contents
- h. Pieces in shipment

15. Sustainability: Supplier will comply with Article 22 - Sustainable Procurement Guidelines of the UC Terms and Conditions which states in part: Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf.

16. EcoVadis Registration: Supplier(s) awarded a system-wide agreement as a result of this RFP will be required to register and participate in an assessment of their sustainability practices and procedures through the EcoVadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.

17. Restricted Countries: Access to embargoed or restricted countries for the purposes of shipping documentation, research equipment, or other items is often required by UC customers. Bidder must provide UC with an updated list of countries to which it does not directly deliver packages, as well as a mitigation plan to get packages to these locations through alternative methods.

F. 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., specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Proposers 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.

All communications, including submission of RFP response and any requests for clarification concerning this RFP, must be submitted via the University of California supplier registration and sourcing web system (CalUsource) (as further detailed herein).

Contact Information:

Matthew Hissom
Senior Commodity Manager, Transportation & Logistics
E-mail: matthew.hissom@ucop.edu
Phone: 310-794-6044

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

- G. Schedule:** Proposers interested in submitting proposals in response to this RFP should do so according to the schedule as reflected below. A Proposer 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.

Event	Date
Issue RFP	July 3, 2019 (Wednesday)
Bidder Conference	July 15, 2019 (Monday) 1pm PST
Supplier Deadline to Submit Questions	July 18, 2019 (Thursday)
UC Response to Supplier Questions	July 22, 2019 (Monday)
RFP Due Date (4pm PST)	August 5, 2019 (Monday)
Evaluation Period	August 6 – August 22, 2019
Contract(s) Awarded	August 23, 2019 (Friday)
Negotiations with Awardee(s)	August 26 – September 19, 2019
New Agreement Date	September 20, 2019

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

H. Addenda to the RFP:

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

I. Instructions for Submitting Proposals:

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

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

- UC Term and Conditions
- Supplier Bidding Guide for CalUsource
- UC Invoice Transmission and Payment Settlement Terms
- UC Sustainability Policy
- Appendix Federal Government Contracts Special Terms and Conditions
- OMNIA Partners Exhibits A-H

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

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

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

1. Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment.

2. Attachment Naming Convention Example:

Your Company Name_RFP Name_Questionnaire Name, Questionnaire, Question #

XYZ Company_Office Supplies RFP_, Questionnaire-Supplier Information, #3

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

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

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

Late proposals will not be accepted.

J. Proposer Questions

Each Proposer is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must

be submitted via the CalUsource "Discussion Forum" by the stated deadline. Responses to individual Proposer questions will be made available to all Proposers that submit a notification via the CalUsource portal of their intent to bid.

K. Proposal Evaluation and Agreement Award

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the 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 Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP. The UC has chosen to partner with OMNIA Partners for this solicitation, the OMNIA Partners Exhibits are part of the requirements of the RFP and responses to the RFP are evaluated in whole based on the requirements of the RFP. Offerors will be evaluated on their ability to meet the requirements of the RFP, including the national cooperative contract requirements. The UC reserves the right to award response that are most advantageous to the University of California.

2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the UC's specifications.

3. The UC may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability. The UC also reserves the right to shortlist, enter into discussions, negotiate and request Best and Final Offers (BAFO's) if an awardable proposal is determined.

4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does not comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.

5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, 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 Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.

6. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as, the contents of the proposal response as accepted by UC and will be in writing. The UC also reserves the right to request Best and Final Offers (BAFO's) if an awardable proposal is determined.

7. The UC's selection may be made based on the initial proposals or may elect to negotiate with Proposers selected as finalists. The UC reserves the right to discuss or negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Participating Agencies commonly require a modification to a term of the Agreement (e.g. governing law). The awarded Supplier and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Agreement.

8. UC reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves UC's best interest.

9. The UC reserves the right to withdraw this RFP at any time.

L. Proposal Preparation Costs

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

M. 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.

N. Agreement Term

The term of the Agreement shall commence upon execution of the Agreement will be for a period of five (5) years (the "Initial Term") with four optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of nine (9) years. Pricing 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.

O. No Mandatory Use

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

P. Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents, submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.

2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade

secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."

3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, UC denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Q. Audit Requirements

1. Any potential agreement issued as a result of this RFP shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under the agreement.

2. The UC, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or any services or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Proposer involving transactions and work related to any such agreement until the expiration of five (5) years after final payment hereunder.

3. The examination and audit will be confined to those matters connected with the performance of the agreement, including, but not limited to, pertinent books, documents, papers, and records of the Proposer involving transactions and work related to the agreement as well as the costs of administering the agreement.

R. Business Review/Business Reports

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

S. Errors and Omissions

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



Appendix
Federal Government Contracts Special Terms and Conditions
(Non-Commercial Items or Services)

As applicable, this paragraph and the clauses identified below from the Federal Acquisition Regulations ("FAR"), the Department of Defense ("DOD") FAR Supplement ("DFARS"), and the National Aeronautics and Space Administration ("NASA") FAR Supplement ("NFS") are incorporated herein by reference to the subcontract ("Subcontract") or purchase contract ("Order") to which this Appendix is attached. The date of the prime award determines the date of the clauses that are applicable. For purposes of this Subcontract/Order in the following clauses, the term "contract" shall mean "this Subcontract/Order"; the term "Contractor" shall mean "Subcontractor/Seller"; and the terms "Government" and "Contracting Officer" shall mean "University" (except with respect to FAR clauses 52.215-2, 52.227-2, 52.227-11, and 52.227-14, DFARS clauses 252.227-7013 and 252.227-7037, and NFS clauses 1852.227-14 and 1852.227-70, in which cases "Government" means "United States Government").

**THE FOLLOWING PROVISIONS OF THE FAR APPLY
REGARDLESS OF THE AMOUNT OF THIS
SUBCONTRACT/ORDER:**

FAR 203-3 Gratuities (Applies to Subcontracts/Orders under prime contracts with executive agencies. The coverage regarding exemplary damages applies only to Subcontracts/Orders under DOD prime contracts).

FAR 52.203-5 Covenant against Contingent Fees.

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government.

FAR 52.203-7 Anti-Kickback Procedures (Excluding subparagraph (c)(1) of the clause).

FAR 203-10 Price or Fee Adjustment for Illegal or Improper Activity.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

FAR 52.203-14 Display of Hotline Poster(s) (Applies to this Subcontract/Order if performance is within the U.S. and its outlying areas).

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

FAR 52.204-2 Security Requirements (Applies if this Subcontract/Order involves access to classified information, unless the conditions in FAR 4.404(d) apply).

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Applies if Subcontractor/Seller will

have routine physical access to a federally-controlled facility or information system).

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

FAR 52.211-5 Material Requirements (Applies to Subcontracts/Orders for supplies).

FAR 52.211-15 Defense Priority and Allocation Requirements (Applies to Subcontracts/Orders when the prime contract is a rated order).

FAR 52.215-2 Audit and Records --Negotiation (Applies to negotiated cost-reimbursement, incentive, time and materials, labor hours, or price determination Subcontracts/Orders or when Subcontractor/Seller is required to furnish certified cost or pricing data, or cost, funding or performance reports).

FAR 52.216-7 Allowable Cost and Payment (Applies to cost-reimbursement or time and materials Subcontract/Orders. For time and materials Subcontract/Orders, applies to the material portion of the work).

FAR 52.216-8 Fixed-Fee (Applies to cost plus fixed-fee Subcontracts/Orders, excluding construction).

FAR 52.216-10 Incentive Fee (Applies to cost plus incentive fee Subcontracts/Orders).

FAR 52.216-11 Cost Contract – No Fee (Applies to cost – no fee Subcontracts/Orders, excluding cost sharing Subcontracts/Orders).

FAR 52.216-12 Cost Sharing Contract – No Fee (Applies to cost sharing – no fee Subcontracts/Orders).

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Applies if this

Subcontract/Order requires or involves the employment of laborers and mechanics, unless any of the exceptions in FAR 22.305 apply).

FAR 52.222-21 Prohibition of Segregated Facilities.

FAR 52.222-22 Previous Contracts and Compliance Reports.

FAR 52.222-37 Employment Reports on Veterans.

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Applies if this Subcontract/Order involves hazardous material).

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Applies to Subcontracts/Orders where work is performed at a federal government facility).

FAR 52.223-6 Drug-Free Workplace (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas).

FAR 52.223-7 Notice of Radioactive Materials (Applies to Subcontracts/Orders for supplies which are or contain covered radioactive material).

FAR 52.223-10 Waste Reduction Program (Applies to Subcontracts/Orders that require operation of a government facility or support services on a government facility).

FAR 52.223-11 Ozone-Depleting Substances (Applies if the work under this Subcontract/Order was manufactured with or contains ozone-depleting substances and was performed within the U.S. and its outlying areas).

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

FAR 52.224-1 Privacy Act Notification (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.224-2 Privacy Act (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.225-1 Buy America Act – Supplies (Applies if the work under this Subcontract/Order contains other than domestic components and exceeds the micro-purchase threshold but does not exceed \$25,000).

FAR 52.225-8 Duty-Free Entry (Applies to Subcontracts/Orders for supplies that will be imported into the Customs Territory of the U.S.).

FAR 52.225-13 Restrictions on Certain Foreign Purchases.

FAR 52.227-9 Refund of Royalties (Applies to negotiated fixed-price Subcontracts/Orders when royalties may be paid).

FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (Applies if the work under this Subcontract/Order or any patent application may cover classified subject matter).

FAR 52.227-11 Patent Rights - Ownership by the Contractor (Applies to Subcontractors/Sellers who are classified as small business concerns or domestic non-profit organizations and if this Subcontract/Order is for experimental, development or research work).

FAR 52.227-13 Patent Rights - Ownership by the Government (Applies if Subcontractor/Seller is not located in U.S. or agency head makes "exceptional circumstances" determination).

FAR 52.227-14 Rights in Data - General (With Alternate IV if Subcontractor/Seller is an educational institution. Does not apply to Subcontracts/Orders under DOD prime contracts if DFARS 252.227-7013 applies).

FAR 52.229-3 Federal, State and Local Taxes (Applies to fixed-price Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless the conditions in FAR 29.401-3(b) apply).

FAR 52.232-1 Payments (Applies to fixed-price Subcontracts/Orders for supplies or services).

FAR 52.232-7 Payments under Time and Materials and Labor Hour Contracts (Applies to time and materials and labor hour Subcontracts/Orders).

FAR 52.232-20 Limitation of Cost (Applies if this is a fully funded cost-reimbursement Subcontract/Order).

FAR 52.232-22 Limitation of Funds (Applies if this is an incrementally funded cost-reimbursement Subcontract/Order).

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applies if Subcontractor/Seller is a small business concern and the clause is contained in the prime contract).

FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Applies to this

Subcontract/Order if work is performed on a government installation, excluding construction).

FAR 52.242-15 Stop-Work Order (Applies to Subcontracts/Orders for supplies, services, research and development).

FAR 52.245-1 Government Property (Applies to Subcontracts/Orders that meet the requirements of FAR 45.107(a)).

FAR 52.247-63 Preference for U.S.–Flag Air Carriers (Applies if this Subcontract/Order involves international air transportation).

FAR 52.247-67 Submission of Transportation Documents for Audit (Applies to cost-reimbursement Subcontract/Orders where transportation will be reimbursed as a direct charge).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$25,000:

FAR 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that exceed \$25,000 but do not exceed \$191,000).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$30,000:

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Applies to first-tier Subcontractors/Sellers that meet the thresholds specified in subparagraphs (d)(3) and (g)(2) of the clause).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, CURRENTLY \$150,000:

FAR 52.203-16 Preventing Personal Conflicts of Interest (Applies to Subcontracts/Orders that require services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department).

FAR 52.209-5 Certification Regarding Responsibility Matters.

FAR 52.215-14 Integrity of Unit Prices.

FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (Applies if FAR 52.215-23 or 52.215-23 Alternate I apply to this Subcontract/Order).

FAR 52.215-23 Limitation on Pass-Through Charges (Applies if this is a cost-reimbursement Subcontract/Order in excess of the simplified acquisition threshold. If this is a Subcontract/Order under a DOD prime contract, then this clause applies to cost-reimbursement and fixed-price Subcontracts/Orders that exceed \$750,000, except those types listed in FAR 15.408(n)(2)(i)(B)(2)).

FAR 52.222-2 Payment for Overtime Premiums (Applies to cost-reimbursement Subcontracts/Orders, unless the conditions in FAR 22.103-5(b) apply).

FAR 52.222-17 Nondisplacement of Qualified Workers (Applies to Subcontracts/Orders when services are to be performed: (1) under service prime contracts; (2) that succeed Subcontracts/Orders for performance of the same or similar work at the same location; and (3) that are not exempted by FAR 22.1203-2 or waived in accordance with FAR 22.1203-3).

FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless exempted by the Secretary of Labor).

FAR 52.227-1 Authorization and Consent (Applies to this Subcontract/Order only if the prime contract contains this clause).

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applies to this Subcontract/Order if FAR 52.227-1 applies).

FAR 52.227-3 Patent Indemnity, Alternate I (Applies to Subcontracts/Orders for noncommercial items when delivery of commercial items may occur).

FAR 52.242-13 Bankruptcy.

FAR 52.244-5 Competition in Subcontracting (Applies to Subcontracts/Orders, unless the conditions at FAR 44.204(c) apply).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$191,000:

FAR 52.225-5 Trade Agreements (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that are

subject to the WTO GPA or are exempt from the Buy American Act).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$700,000:

FAR 52.219-9 Small Business Subcontracting Plan (Applies to Subcontracts/Orders that involve subcontracting possibilities and when FAR 52.219-9 applies. Does not apply to small business concerns).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$750,000:

FAR 52.214-26 Audit and Records – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Applies to this Subcontract/Order if FAR 52.215-10 applies).

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applies to this Subcontract/Order if FAR 52.215-11 applies).

FAR 52.215-15 Pension Adjustments and Asset Reversions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-16 Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller proposed facilities capital cost of money in its offer).

FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller did not propose facilities capital cost of money in its offer).

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-19 Notification of Ownership Changes (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.215-21 Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.230-2 Cost Accounting Standards (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-5 Cost Accounting Standards -- Educational Institution (Applies to Subcontracts/Orders with educational institutions covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-6 Administration of Cost Accounting Standards (Applies to this Subcontract/Order if FAR 52.230-2, 52.230-3, 52.230-4 or 52.230-5 applies).

THE FOLLOWING PROVISIONS OF THE DFARS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY THE DOD:

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Applies to first-tier Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000).

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.

DFARS 252.203-7003 Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Subcontract/Order).

DFARS 252.203-7004 Display of Hotline Posters (Applies to Subcontracts/Orders that exceed \$5,500,000 and will be performed within the U.S. Applies in lieu of FAR 52.203-14).

DFARS 252.204-7000 Disclosure of Information (Applies to Subcontracts/Orders when the Subcontractor/Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public).

DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors.

DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Applies if this Subcontract/Order exceeds \$150,000).

DFARS 252.211-7003 Item Unique Identification and Valuation (Applies if this Subcontract/Order requires the work to contain unique item identification).

DFARS 252.211-7007 Reporting of Government-Furnished Property (Applies to Subcontracts/Orders when FAR 52.245-1 is contained in the prime contract and Subcontractor/Seller is in possession of Government Property).

DFARS 252.215-7000 Pricing Adjustments (Applies if FAR 52.215-12 or 52.215-13 applies to this Subcontract/Order).

DFARS 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Applies if FAR 52.219-9 applies to this Subcontract/Order and if this Subcontract/Order exceeds \$700,000).

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Applies to Subcontracts/Orders that exceed \$700,000 that offer subcontracting possibilities when FAR 52.219-9 and DFARS 252.219-7003 do not apply).

DFARS 252.222-7000 Restrictions on Employment of Personnel.

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Applies to Subcontracts/Orders that exceed \$1,000,000).

DFARS 252.223-7001 Hazard Warning Labels (Applies if this Subcontract/Order requires the delivery of hazardous materials and the furnishing of hazardous materials data sheets).

DFARS 252.223-7006 Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials (Applies if this Subcontract/Order requires, may require, or permits access to a DOD installation).

DFARS 252.225-7001 Buy American and Balance of Payments Program (Applies if the work under this Subcontract/Order contains other than domestic components).

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Applies to this Subcontract/Order if DFARS 252.225-7001, 252.225-7021 or 252.225-7036 applies).

DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award (Applies if this Subcontract/Order exceeds \$700,000 and is performed outside the U.S.).

DFARS 252.225-7013 Duty-Free Entry (Applies in lieu of FAR 52-225-8).

DFARS 252.225-7021 Trade Agreements (Applies if the work under this Subcontract/Order contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5).

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.

DFARS 252.225-7031 Secondary Arab Boycott of Israel (Does not apply if FAR 52.204-7 applies).

DFARS 252.225-7033 Waiver of United Kingdom Levies (Applies if this Subcontract/Order is with a United Kingdom entity and exceeds \$1,000,000).

DFARS 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program.

DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors outside the U.S. (Applies to Subcontracts/Orders that require performance or travel outside the U.S.).

DFARS 252.225-7048 Export-Controlled Items.

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Applies to Subcontracts/Orders for services or supplies that exceed \$500,000).

DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Applies if the prime DOD contract contains this clause and only if noncommercial technical data or computer software are to be obtained under this Subcontract/Order; the same alternates or additions/deletions, if any, that are in the prime DOD contract clause also apply, suitably modified, to this Subcontract/Order. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Applies if this Subcontract/Order requires delivery of noncommercial software. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7015 Technical Data--Commercial Items (Applies to Subcontracts/Orders for noncommercial items when it may also require the delivery of technical data pertaining to commercial items).

DFARS 252.227-7016 Rights in Bid or Proposal Information (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-2014 or 252.227-2018 applies).

DFARS 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7019 Validation of Asserted Restrictions -- Computer Software (Applies if this Subcontract/Order involves delivery of computer software).

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends (Applies to this Subcontract/Order if the government provides data marked with other contractors' restrictive legends).

DFARS 252.227-7026 Deferred Delivery of Technical Data or Computer Software (Applies to this Subcontract/Order when it is in the government's best interest to defer delivery of technical data).

DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Applies to this Subcontract/Order if a firm requirement for a particular data item(s) has not been established prior to contract award but there is a potential need for the data).

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Applies to this Subcontract/Order if the delivery of technical data is required).

DFARS 252.227-7030 Technical Data - Withholding of Payment (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Applies if: (1) Subcontractor/Seller is not a small business or non-profit organization subject to FAR 52.227-11; and (2) the Subcontract/Order is for experimental, developmental, or research work).

DFARS 252.227-7039 Patents – Reporting of Subject Inventions (Applies to this Subcontract/Order if FAR 52.227-11 applies).

DFARS 252.228-7001 Ground and Flight Risk (Applies to Subcontracts/Orders for the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies).

DFARS 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Applies to Subcontracts/Orders that involve the manufacture, modification, overhaul, or repair of aircraft, missiles and space launch vehicles).

DFARS 252.231-7000 Supplemental Cost Principles (Applies to Subcontracts/Orders subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6 or 31.7).

DFARS 252.235-7002 Animal Welfare (Applies to Subcontracts/Orders requiring research on live vertebrate animals).

DFARS 252.235-7003 Frequency Authorization (Applies if this Subcontract/Order requires developing, producing,

constructing, testing, or operating a device requiring a frequency authorization).

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (Applies to Subcontracts/Orders which require securing telecommunications).

DFARS 252.239-7018 Supply Chain Risk (Applies if this Subcontract/Order involves the development or delivery of any information technology, whether acquired as a service or as a supply).

DFARS 252.243-7001 Pricing of Contract Modifications (Applies to fixed-price Subcontracts/Orders).

DFARS 252.246-7001 Warranty of Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.246-7003 Notification of Potential Safety Issues (Applies if this Subcontract/Order is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system).

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applies if this Subcontract/Order is for electronic parts or assemblies containing electronic parts).

DFARS 252.247-7023 Transportation of Supplies by Sea (Applies if this Subcontract/Order is for noncommercial items and exceeds \$25,000. Applies in lieu of FAR 52.247-64 in all Subcontracts/Orders for transportation of supplies by sea.)

DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (Applies to this Subcontract/Order if transportation of supplies by sea is not anticipated at contract award but later becomes necessary during contract performance).

DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applies if this Subcontract/Order exceeds \$700,000 and is under a DOD prime contract for major defense systems).

THE FOLLOWING PROVISIONS OF THE NFS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY NASA:

NFS 1852.203-71 Requirement to Inform Employees of Whistleblower Rights.

NFS1852.204-75 Security Classification Requirements (Applies to this Subcontract/Order if it involves access to or generation of classified information).

NFS1852.204-76 Security Requirements for Unclassified Information Technology Resources.

NFS1852.208-81 Restrictions on Printing and Duplicating (Applies to Subcontracts/Orders that require duplicating and copying in excess of the limits specified in subsection (c) of the clause).

NFS1852.209-71 Limitation on Future Contracting.

NFS1852.211-70 Packaging, Handling and Transportation (Applies to Subcontracts/Orders for components of Class I, II or III items).

NFS1852.219-75 Individual Subcontracting Reports (Applies if this Subcontract/Order includes FAR 52.219-9).

NFS1852.223-70 Safety and Health Measures and Mishap Reporting (Applies to this Subcontract/Order if any of the conditions of NFS 1823.7001(a) exist).

NFS1852.223-71 Authorization for Radio Frequency Use (Applies if this Subcontract/Order requires the development, production, test or operation of a device for which a radio frequency is required).

NFS1852.223-72 Safety and Health (Short Form) (Applies if this Subcontract/Order exceeds the micro-purchase threshold, currently \$3,500, and does not contain NFS1852.223-70).

NFS1852.223-73 Safety and Health Plan (Applies to this Subcontract/Order if NFS 1852.223-70 applies).

NFS1852.223-74 Drug- and Alcohol-Free Workforce (Applies to Subcontracts/Orders exceeding \$5,000,000 if work is performed by an employee of a Subcontractor/Seller in a sensitive position, or if NFS 1852.246-70 applies).

NFS1852.223-75 Major Breach of Safety or Security (Applies to Subcontracts/Orders that exceed \$500,000).

NFS1852.225-70 Export Licenses.

NFS1852.227-11 Patent Rights - Ownership by the Contractor (Applies if this Subcontract/Order includes experimental, developmental, or research work and Subcontractor/Seller is a small business concern or domestic non-profit organization. This clause modifies FAR 52.227-11).

NFS1852.227-14 Rights in Data – General (Applies if the prime NASA contract contains this clause and Subcontractor/Seller is not an educational institution performing research under this Subcontract/Order. This clause modifies FAR 52.227-14).

NFS1852.227-19 Commercial Computer Software – Restricted Rights (Applies to this Subcontract/Order if the conditions at NFS 1827.409(k)(i) are met. This clause modifies FAR 52.227-19).

NFS1852.227-70 New Technology – Other Than a Small Business Firm or Nonprofit Organization (Applies if this Subcontract/Order is for experimental, developmental, or research work to be performed within the U.S. and its outlying areas by other than a small business concern or non-profit organization).

NFS1852.227-71 Requests for Waiver of Rights to Inventions (Applies to this Subcontract/Order if NFS 1852.227-70 applies).

NFS1852.227-72 Designation of New Technology Representative and Patent Representative (Applies to this Subcontract/Order if FAR 227-11 or NFS1852.227-70 applies).

NFS1852.227-85 Invention Reporting and Rights – Foreign (Applies to Subcontracts/Orders performed outside the U.S. by non-domestic contractors where the performance of research, experimental design, engineering or developmental work is contemplated).

NFS1852.227-86 Commercial Computer Software - License (Applies to the purchase of existing computer software under this Subcontract/Order in accordance with FAR 27.405(b)(2). Applies in lieu of FAR 52.227-19).

NFS 1852.227-88 Government-Furnished Computer Software and Related Technical Data.

NFS1852.228-76 Cross-Waiver of Liability for International Space Station Activities (Applies to Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000, that involve "Protected Space Operations" relating to the International Space Station).

NFS1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station (Applies to Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000, that involve "Protected Space Operations" for launches and activities not related to the International Space Stations).

NFS1852.231-71 Determination of Compensation Reasonableness (Applies to cost-reimbursement or non-competitive fixed-price Subcontracts/Orders for services, not research, exceeding \$750,000 and to service Subcontractors/Sellers whose aggregate Subcontracts/Orders are more than 10% of prime contract).

NFS1852.236-73 Hurricane Plan (Applies to Subcontracts/Orders for construction at sites that experience hurricanes).

NFS1852.237-70 Emergency Evacuation Procedures (Applies to Subcontracts/Orders performed on a NASA installation).

NFS1852.237-71 Pension Portability (Applies if this Subcontract/Order is for services and meets the conditions of paragraph (b) of the clause).

NFS1852.237-72 Access to Sensitive Information (Applies to Subcontracts/Orders that may involve access to sensitive information).

NFS1852.237-73 Release of Sensitive Information (Applies to Subcontracts/Orders that may involve access to sensitive information).

NFS1852.242-71 Travel Outside of the United States (Applies if this Subcontract/Order requires travel outside the U.S. that will be charged direct to the Subcontract/Order).

NFS1852.242-72 Denied Access to NASA Facilities (Applies if work under this Subcontract/Order will be performed at a NASA installation).

NFS1852.242-73 NASA Contractor Financial Management Reporting (Applies if the amount of this Subcontract/Order exceeds \$750,000).

NFS1852.242-78 Emergency Medical Services and Evacuation (Applies if this Subcontract/Order requires travel outside the U.S. or to remote locations within the U.S.).

NFS1852.244-70 Geographic Participation in the Aerospace Program (Applies if the prime NASA contract exceeds \$500,000 and the amount of this Subcontract/Order exceeds \$100,000).

NFS1852.245-70 Contractor Requests for Government-Furnished Property (Applies to cost-reimbursement Subcontracts/Orders).

NFS1852.245-72 Liability for Government Property Furnished for Repair or Other Services (Applies to fixed-price, time and material, and labor hour

Subcontracts/Orders, except for experimental, developmental, or research work with educational or nonprofit institutions, where no profit is contemplated, for repair, modification, rehabilitation, or other servicing of government property, if such property is to be furnished to a contractor for that purpose and no other government property is to be furnished).

NFS1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Applies if this Subcontract/Order involves the acquisition or furnishing of property of if Subcontractor/Seller will otherwise possess NASA property).

NFS1852.245-74 Identification and Marking of Government Equipment (Applies to this Subcontract/Order if FAR 52.245-1 applies or the delivery of supplies is required).

NFS1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (Applies to this Subcontract/Order if accountability of government property is required).

NFS1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (Applies to this Subcontract/Order if FAR 52.245-2 applies).

NFS1852.246-73 Human Space Flight Item (Applies if this Subcontract/Order is for human space flight hardware or flight related equipment).

NFS1852.247-71 Protection of the Florida Manatee (Applies if Subcontractor/Seller is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways).



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to



rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
 3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the



source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.
- E. General Accessibility Requirements. Supplier warrants that:
 1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether



the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000



3. Personal and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - iv. FAR 52.219-8, Utilization of Small Business Concerns;
 - v. FAR 52.222-17, Non-displacement of Qualified Workers;



- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier agrees 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).
- iii. Byrd Anti-Lobbying. Supplier certifies 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.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC’s request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC’s request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys’ fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC’s discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC’s premises at Supplier’s request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC’s premises at Supplier’s request or for reasons relating to the Agreement and its equipment to that portion of UC’s premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit



Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.



ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.



Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.



Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than 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) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will



be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/policies-forms/fw-fw-ppaca-resources/fw-fw-annual-verification-form-1.15.19.pdf>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/policies-forms/fw-fw-ppaca-resources/fw-fw-annual-verification-standards-procedures-1.15.19.pdf>), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.



Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.



ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.

Supplier Bid Response

Suppliers can access the bid response page from the Public Bid Site, and click on the event on which they wish to respond. Alternately, if the Supplier has received an email invitation to participate in an event, they should follow the instructions in the email.

Instructions Bid Response key fields

1. The top menu bar provides the name of the event as well as the date when the event closes.
2. If you wish to decline participation in the event, click the **Actions** icon and select **Decline Invitation**.
3. The **Basic Details** section contains the basic details of the event (event name, description, summary etc.).
4. The **Event Timelines** section shows a graphical representation of the start and end date/times for the event.
5. The **Guidelines Pending Acceptance** section is very important as you cannot access additional details of the event, submit a response or take any other actions until you have reviewed and accepted the Guidelines attached to the event.
6. Check the box(es) next to the Guidelines you are prepared to accept, and click the **Accept Guidelines** button in the lower right corner of the screen (not shown).

TIM'S WORKSPACE

000516-DEC2017 - RIDING LAWN MOWERS (NEW) Event closing in 17d 17h 40m 45s

BASIC DETAILS

Event Name: Riding Lawn Mowers

Event Description: This event is for 5 replacement Riding Lawnmowers for the Facilities Department

Event Type: Request for Proposal Event Currency: USD

Event Summary

Category: LAWN & GROUND CARE Business Unit: Procurement

Region: Los Alamos

EVENT TIMELINES

Response Timeline

2017 Dec Today Jan 2018 Feb

GUIDELINES PENDING ACCEPTANCE

☐ Accept the guidelines listed in this section in order to participate in the event.

☐ I Accept Terms and Conditions - UC Terms and Conditions

☐ I Accept General Guidelines - UC Required Supplier Information

☐ I Accept General Guidelines - Bidding Guidelines -UAT

Supplier Bid Response

7. The event name displays **GUIDELINES ACKNOWLEDGED** in the top menu bar after the boxes mentioned in Steps 5 and 6 above have been checked.
8. Click the **Discussion Forum** icon to communicate with the Buyer to ask questions, etc.
9. To reply to the questions within this section, click the **Respond** icon.
10. To provide pricing, click the **Respond** icon.
11. Click on **BUYER** to review any attachments that have been uploaded by the buyer to this event. Click Supplier to upload any attachments.
12. When you have completed all sections, click the **Submit Responses** button in the lower right corner of your screen (not shown).

TIM's WORKSPACE

000516-DEC2017 - RIDING LAWN MOWERS (GUIDELINES ACKNOWLEDGED)

Event closing in 17d 17h 20m 16s

- > BASIC DETAILS
- > EVENT TIMELINES
- > BUYER CONTACT INFORMATION (1)
- > GUIDELINES (3)
- ▼ QUESTIONNAIRES (1)



Questionnaire Name	Completion %	Last Modified by	Last Modified On	Questions
S...	0.00%	-	-	3
- ▼ PRICE SHEETS (1)

Price Sheet Name	Last Modified By	Last Modified On	Completion level
Riding Lawnmowers	-	-	0.00%
- ▼ ATTACHMENTS (6)

BUYER SUPPLIER

Supplier Bid Response

Tips

- Please use the Discussion Forum  icon for all of your communications with the buyer to ensure the most efficient response to your questions.
- Should you encounter any technical problems, click on the Help Center  icon in the top right of your screen for technical support contact information.

Warnings

- You will not be able to respond to an event without first accepting any attached guidelines.

Required Supplier Information

A. Communications & Amendments Regarding the RFx

All communications, including any requests for clarification, concerning this Request for Proposal ("RFP") or Request for Quote ("RFQ") (collectively, referred to as "RFx") must be submitted via the Q&A section of this RFx within the University of California Public Bid Site.

The University of California ("UC") will make any changes, additions, or deletions to the RFx in the form of amendments electronically sent via the UC Public Bid Site. UC will not be responsible for failure of any prospective Supplier to receive such amendments. All amendments will become part of the RFx.

It is Supplier's responsibility to read the entire RFx document, including any attachments, references and amendments, and to comply with all requirements listed herein.

For instruction on how to bid, refer to the Supplier Bidding Guide under the Prerequisite section of the UC Public Bid Site.

B. Proposal Submittal and Evaluation

1. This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable UC policies and California law. UC reserves the right to withdraw this RFx at any time. All documents submitted to UC in response to this RFx will become the exclusive property of UC and will not be returned.
2. Supplier is strongly encouraged to complete and submit its proposal ("Proposal") in the UC Public Bid Site well before the RFx's closing date and time. A late Proposal will not be accepted after the RFx's closing date and time.
3. Bids must follow the format specified in the RFx. The submission of a Proposal confirms that it has been issued and reviewed by an individual authorized to enter into contracts on behalf of Supplier.
4. Supplier must not provide superfluous materials such as marketing materials or website links in response to or in lieu of the Questions Section, and may be disqualified for providing superfluous materials. Supplier may, however, use attachments or website links to respond to Cost Questions if Cost is directly referenced in the question and such materials respond specifically to the question without extraneous information.
5. Any contract(s) resulting from this RFx will be awarded to the responsive and responsible Supplier who's Proposal, in UC's opinion, offers the greatest benefit to UC. Proposals will be evaluated by the UC evaluation team using the methodology set forth in the RFx Proposal Instructions.
6. UC may waive irregularities in a Proposal provided that, in UC's judgment, such action will not negate fair competition and will permit proper comparative evaluation of proposals. UC's waiver of an immaterial deviation or defect will not modify the RFx documents or excuse Supplier from full compliance with the RFx specifications in the event a contract is awarded to Supplier.
7. UC reserves the right to reject all proposals, make more than one award, or make no award. Based on the results of this RFx process, UC reserves the right to request one or more separate proposals for selected items, with a select group of suppliers, including direct manufacturers of these products. Based on the results of such requests, UC or its locations may enter into

contracts with other suppliers to provide those products, while remaining UC locations may buy those products through this RFX. Any contract awarded pursuant to this RFX will incorporate the RFX requirements and specifications, as well the contents of the Proposal as accepted by UC, and will be in writing.

8. 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 RFX.
9. Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentations to UC. If Supplier is the apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with UC.
10. Several UC campuses have enabled e-commerce using hosted catalogs and punchouts. Supplier may be asked to comply with campus e-commerce requirements on a campus by campus basis, but must adhere to UC system-wide policy for consistency in catalog loading, pricing, and product flagging. Suppliers must clearly identify products with UC-recognized certifications, as defined by the [UC Sustainable Procurement Guidelines](#), in both hosted and punchout catalog e-procurement environments, where enabled.
11. UC may visit Supplier's site to verify that Supplier will meet the RFX specifications set forth in the Statement of Work ("RFX Specifications"). Additionally, in assessing Supplier's ability to perform, UC may consider factors including but not limited to Supplier's financial resources, past performance with UC, references from other customers, experience, organization, personnel, technical skills, operational controls, sustainable offerings and practices, supplier diversity, equipment, and quality control.

C. UC Sustainable Practices Policy

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California 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 University 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, product, service, 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.

1. **Packaging Requirements:** Packaging for all products procured by the University must be designed, produced, and distributed to the end user in a sustainable manner. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - Uses bulk packaging;
 - Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - Uses locally recyclable or certified compostable material.

The University has prohibited the use of Expanded Polystyrene (EPS) in foodservice facilities for takeaway containers. By 2020, the University will prohibit the sale, procurement, and distribution of expanded plastic foam materials [such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids] at all UC locations other than that utilized for laboratory supply or medical packaging and products where there is no functional alternative.

2. Environmental Marketing Claims: The University requires all sustainability related purchasing claims to be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims.

D. California Public Records Act

All proposals, supporting materials and related documentation are subject to the California Public Records Act. Marking a document "confidential" or "proprietary" may not prevent its release.

E. Insurance Requirements

If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFx.

F. Errors & Omissions

Supplier should immediately notify UC of any apparent discrepancy, error, omission, ambiguity or lack of clarity in this RFx, any attachments, references and amendments. Supplier will not be entitled to compensation for any error or discrepancy that appears in this RFx.

G. Federal and State Water and Air Pollution Laws

UC will not contract with entities in violation of Federal or State water or air pollution laws. To determine if the State of California has a record that Supplier is in violation of California pollution laws, Supplier may contact the California Air Resources Board and California Water Resources Control Board. Supplier must disclose on an addendum to its Proposal any open violations of water or air pollution laws, along with Supplier's action plans to remedy the violations.

H. Collusion among Suppliers

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

I. 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 RFx and may not be included in any awarded contract or may be included on a limited basis.

J. Disqualification

UC may disqualify any Supplier that does not adhere to the provisions in this Required Supplier Information.

K. Multiple Proposals

Supplier may not submit or be interested in more than one proposal for the same RFx; provided, however, that a person or firm that submitted a sub-proposal to a Supplier or who has quoted prices for goods and/or services to a Supplier is not thereby disqualified from submitting a sub-proposal quoting prices to other Suppliers.

L. Specifications and Exceptions

1. Unless documented as an Exception, the submission of a Proposal will confirm Supplier's acceptance of all RFx Specifications. In documenting an Exception to the RFx Specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFx 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 RFx Specifications. If Supplier does not document an Exception regarding the RFx Specifications and it is found that goods and/or services delivered do not meet the RFx Specifications, Supplier will be required to correct same at Supplier's expense.
2. Unless documented as an Exception, Supplier's submission of a Proposal confirms acceptance of UC's Prerequisites and Contract Documents. In documenting an Exception to the Prerequisites or Contract Documents, Supplier must itemize in detail any exceptions taken to the Prerequisites or Contract Documents and provide alternative language or provisions for UC to review. UC will not consider the submission of Supplier's terms and conditions to be documentation of an Exception. UC reserves the right to modify the Prerequisites and Contract Documents as it deems necessary either before or during any negotiations with Supplier until mutual agreement is achieved.
3. Supplier is cautioned that if UC does not approve Supplier's request for Exception to the RFx Specifications and/or Prerequisites and Contract Documents, and Supplier does not withdraw the request, the Proposal may be deemed non-responsive and ineligible for contract award.

M. Complaints and Protests

Controversies over the solicitation or award of a contract are covered by University of California Policy [BUS-43](#), which is posted online. The policy requests that a party with a complaint regarding the solicitation or award of a contract first attempt to resolve the complaint with the University contracting officer involved in the transaction.

If the complaint cannot be resolved informally, the complainant may file a formal written protest with the University contracting officer who will escalate this protest to the proper authority. Complainants should use the phrase "Formal Bid Protest" in the communication's subject line to indicate the intent to escalate the complaint. Under UC policy, formal written protests must be filed promptly (and in any event within two calendar weeks after the complainant knows or should have known the facts giving rise to the protest).

N. Offshoring of Services

Supplier must do one of the following in its bid:

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
2. Describe in its bid any parts of the services that will be performed by workers outside of the United States.

Additionally, UC will not, as a part of the 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 agree to the warranties in Article 6(I) of UC's Terms & Conditions of Purchase.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

OMNIA PARTNERS EXHIBITS
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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 and administrative support for Supplier pursuant to this section 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.

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

OMNIA PARTNERS EXHIBITS
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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).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 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 are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). 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 this contract and adjust wage rates accordingly. 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 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 Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

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

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

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2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

OMNIA PARTNERS EXHIBITS
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- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

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

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- Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

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- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

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

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

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

OMNIA

PARTNERS

ADMINISTRATION AGREEMENT

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, Public Sector”), 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, Public Sector 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, Public Sector to Public Agencies;

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

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

WHEREAS, OMNIA Partners, Public Sector 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, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

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

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER

AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. 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 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector 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.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector 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, Public Sector program by either registering on the OMNIA Partners, Public Sector 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, Public Sector. 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, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, 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, Public Sector 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, Public Sector’ sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector’ 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, Public Sector, or its designee, in OMNIA Partners, Public Sector’ 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, Public Sector receives such report. In addition, OMNIA Partners, Public Sector 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, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector 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, Public Sector’ 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, Public Sector’ 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, Public Sector 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, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, 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, Public Sector.

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, Public Sector:

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

B. Supplier:

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

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, 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]

**OMNIA PARTNERS, PUBLIC
SECTOR**

Signature

Signature

Sarah Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title

Title

Date

Date

ADMINISTRATION AGREEMENT

Exhibit A

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.

OMNIA PARTNERS EXHIBITS

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

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, Public Sector**”) 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, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector 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(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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

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

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

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

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

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

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE 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, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

OMNIA PARTNERS EXHIBITS
EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

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, Public Sector”), [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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit D

ACH Payment Information

Payee Information:

OMNIA Partners, Public Sector
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

(866) 408-3077

Financial Institution Information:

ACH Information For: OMNIA Partners, Public Sector

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362195757

OMNIA PARTNERS EXHIBITS									
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE									
(to be submitted electronically in Microsoft Excel format)									
OMNIA Partners Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
					Report Totals				
					Cumulative Contract Sales				

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
- (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 \$150,000, 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 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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (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 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)

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.

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 for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all 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 _____

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.

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

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 _____

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: _____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that 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 goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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- 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.

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Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that 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 goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

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Complete as appropriate:

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OR:

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OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that 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 goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

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 it 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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued **C. 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.”

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]

☐ Check here if the information is continued on subsequent page(s)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

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__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

OMNIA PARTNERS EXHIBITS

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, 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	State 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	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State 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 CITES
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
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVILLE, 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:**

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, 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 MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

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
 MARION COUNTY SCHOOL DISTRICT
 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
 TOOEELE 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