

**University of California (UC)
REQUEST FOR PROPOSAL#
*RFP-MRO-UCSystemWide-Jan312018***

FOR

***CALIFORNIA HIGHER EDUCATION PROCUREMENT OF
MAINTENANCE REPAIR AND OPERATIONS (MRO)
SUPPLIES AND RELATED SERVICES***

***On behalf of California Higher Education Strategic Sourcing (CHESS)
and other government agencies and non-profits***

Date Issued: 01/31/18

Responses Due: 03/17/18 @ 3pm PST

It is the Supplier's responsibility to read the entire document, any addenda, and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Suppliers. It is the Supplier's responsibility to watch their e-mail for any addenda, notices, or changes to the RFP or process.

Issued by:

The Regents of the University of California
Adrian Ferreira, MRO & Facilities Commodity Manager
Center of Excellence University of California Office of the President
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**Bid RFP-MRO-UCSystemWide-Jan312018
MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES
AND RELATED SERVICES**

Bid Number **RFP-MRO-UCSystemWide-Jan312018**
Bid Title **MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES AND RELATED SERVICES**
Bid Start Date **Jan 31, 2018 7:27:21 AM PST**
Bid End Date **March 17, 2018 3:00:00 PM PST**

Question & Answer
End Date **March 02, 2018 8:00:00 AM PST**

Bid Contact **Adrian Ferreira**
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Vendor Conference **February 05, 2018 9:00:00 AM PST**

Attendance is non-mandatory

**Location: THERE WILL BE A NON-MANDATORY VENDOR CONFERENCE ON
FEBRUARY 05, 2018 AT 9:00 AM PACIFIC STANDARD TIME, VIA WEB
CONFERENCE USING ZOOM APPLICATION.**

**Web Conference Meeting Link: <https://UCOP.zoom.us/j/380679787>
Dial In option US: +1 669 900 6833 Meeting ID: 380 679 787**

**Link and number is only available during time of Vendor Conference. If an
Offeror is unable to attend the pre-proposal conference, recording of
presentation will be attached to GEP system upon completion.**

Description

University of California Office of the President (herein "Principal Procurement Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified Suppliers to enter into a Master Agreement for a complete line of Maintenance Repair and Operating (MRO) Supplies and Related Products and Services (herein "Products and Services").

In addition, Supplier is to propose any related services to MRO currently being offered.

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REQUEST FOR PROPOSAL FOR MAINTENANCE REPAIR AND OPERATION SUPPLIES, AND RELATED PRODUCTS AND SERVICES (National IPA)

1.0 INTRODUCTION, BACKGROUND AND INTENT:

1.1 MASTER AGREEMENT

University of California Office of the President (UCOP) (herein “Principal Procurement Agency” on behalf of itself, California State University (CSU), California Community Colleges (CCC) represented by Foundation for California Community Colleges (FCCC) and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified Suppliers to enter into a Master Agreement for a complete line of **Maintenance, Repair and Operating (MRO) Supplies & Related Products and Services** (herein “Products and Services”). Moving forward, all three organizations UC, CSU, CCC will be referenced as California Higher Education Strategic Sourcing (CHESS).

1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies.
- B. Establish Master Agreement, with a Five (5) year term and two one (1) year options, as a Supplier’s primary offering to Participating Public Agencies.
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a competitive solicitation process that eliminates the need for multiple bids or proposals.
- D. Combine the volumes of CHESS and Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems.
- F. Provide Participating Public Agencies with environmentally responsible products and services.
- G. Small Business and/or Diverse Solution available to comply with those campuses required to meet Participating Entity obligations. A BETA solution is outlined in Attachment M.
- H. The goal of the RFP is to establish a national contract(s). If Suppliers are unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. CHESS will evaluate responses in their entirety and determine award based on the most advantageous.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of MAINTENANCE, REPAIR, OPERATIONS SUPPLIES, AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs. Therefore,

the Proposers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

- 1.3.1 **Maintenance, Repair, Operations (MRO) Supplies and Related Services** – A complete and comprehensive offering of MRO supplies such as but not limited to appliances, material handling repairs, air filters, batteries, electrical, fasteners, hand tools, HVAC, lighting, lamps, ballast, fixtures, material handling repairs, motors, outdoor equipment, paint and equipment supplies, plumbing, pneumatic tools, power tools and accessories, safety, security, welding and soldering, public safety and any other miscellaneous MRO supplies offered by Supplier. Also include sourcing options for items not readily available.
- 1.3.2 **Related Products and Services**– A complete range of related products and services offered by Supplier including, but not limited to, supplier-managed inventory, vending machines, storehouse analytics, inventory management, safety training, and any other related services.

1.4 **National Contract Requirements**

University of California (UC), as the Principal Procurement Agency, as defined in Attachment C, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) 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 National IPA’s cooperative purchasing program. University of California (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 National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment C contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a subsidiary of OMNIA Partners which provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), National IPA leverages over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA 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 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 National IPA documents (Attachment C).

The University of California (UC) anticipates spending approximately \$250 million over the full potential Master Agreement term for Maintenance Repair and Operations (MRO) Supplies and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Maintenance Repair and Operations (MRO) Supplies and Related Services purchased under the Master Agreement through National IPA is approximately \$500 million. This projection is based on the current annual volumes among the University of California (UC), other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

1.5 INTENT:

The Respondent(s) shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Responses shall be for MRO and Related Products and Services. Suppliers are not required to respond to all categories. Below are the two methods in which Supplier(s) can respond:

1.5.1 MRO Primary Distributor: In order to be considered, Supplier(s) needs to respond to a minimum of **14 categories** listed in Attachment A-1 Pricing Analysis Workbook. One of the categories **required** to complete will be in the tab called "Non-Standard". This category will be used to evaluate infrequent orders. The Non-Standard category will be evaluated on cost and sourcing capabilities.

1.5.2 Individual Category: Suppliers interested in only individual categories have an option to submit a response for evaluation. **Responses for individual categories must meet a minimum of 70% of items listed** in that category with either exact match or equivalent. Suppliers submitting for individual categories will be evaluated amongst all other equivalent category responses.

UC intends to award a contract in whole, however, 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 best interest. The term of the Master Agreement will be for five (5) years with two (1) year options to extend.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES AND RELATED SERVICES:

A complete and comprehensive offering of MRO supplies such as but not limited to appliances, material handling repairs, air filters, batteries, electrical, fasteners, hand tools, HVAC, lighting, lamps, ballast, fixtures, material handling repairs, motors, outdoor equipment, paint and equipment supplies, plumbing, pneumatic tools, power tools and accessories, safety, security, welding and soldering, public safety and any other miscellaneous MRO supplies offered by Supplier.

In addition, Supplier is to propose any related services to MRO currently being offered.

2.2 RELATED PRODUCTS AND SERVICES:

2.2.1 Any related products and services offered by Supplier. All details of the related products and services available by Supplier are to be provided in the Value Add section of the questions.

2.2.2 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial environments. Your firm may not have the ability to provide all categories and can propose individual categories for evaluation. Evaluation analysis for individual categories proposed will be compared to

all other Supplier(s) responding to exact individual category.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Supplier to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. The categories outlined, below are some of UC primary interest. It is encouraged that Supplier(s) add/enhance to the list provided in ATTACHMENT A – PRICING to further define a complete product line from Supplier. Supplier(s) have the option to add as many categories applicable which encompass the MRO category. Primary categories used for evaluation are listed below:

- 2.3.1 CATEGORY 1: ADHESIVES, SEALANTS AND TAPE
Caulks, Concrete & Asphalt, Dispensing Guns, Glues & Cements, Putties, Tapes, Thread & Gasket Sealants.
- 2.3.2 CATEGORY 2: AIR FILTERS
HVAC filters which include but are not limited to the following types: V-Bank, Pleated, Antimicrobial, Cube Filter, HEPA Filter, Pocket Air, Cartridge, Carbon, Three Ply, and all other applicable building filters.
- 2.3.3 CATEGORY 3: BATTERIES
Alkaline, Lithium, Coin, and Standard batteries as an example but not limited to: AA, AAA, AAAA, C, D, 9V, 2032, 123, 223 and all other applicable.
- 2.3.4 CATEGORY 4: ELECTRICAL
Batteries, Circuit Breakers, Conduit, Electrical Tape, Enclosures, Fuses, Outlet Boxes, Power Cords, Pushbuttons, Raceways, Receptacles, Relays, Soldering, Solenoids, Starters, Surge Suppressors, Timers, Transformers, UPS Systems, Wire, Wire Management.
- 2.3.5 CATEGORY 5: FASTENERS
Anchors, Bolts, Braces & Brackets, Door Hardware, Door Locks & Deadbolts, Hooks, Hydraulic Seals, Keyless Access Locks, Keystock, Lanyards, Measuring Equipment, Nails, Nuts, O-Rings & O-Ring Kits, Pins, Retaining Rings, Rivets, Screws, Spacers & Standoffs, Springs, Staples, Thread Inserts, Washers.
- 2.3.6 CATEGORY 6: HAND TOOLS
Hand-held (Electric, Battery, or Pneumatic-operated), including Accessories, Automotive type Tools, Welding Equipment, Testing and Measuring Tools, Carts and Hand Trucks, Work Benches, Tool Cabinets, Ladders, and all Ancillary Supplies and Components.
- 2.3.7 CATEGORY 7: HVAC AND REFRIGERATION
Air Circulators & Fans, Air Cleaners, Air Conditioning, Air Filters, Blowers, Central Equipment, Dehumidifiers, Exhaust Fans, Evaporative Coolers, Heaters & Accessories, Humidifiers, HVACR Controls, Power Roof Ventilators, Refrigeration, Shutters/Dampers, Thermostats, Tubeaxial Fans.
- 2.3.8 CATEGORY 8: LIGHTING, LAMPS, BALLAST, FIXTURES
Ballasts, Batteries, Cord Reels, Dimming Controls, Dock Lights, Exit Signs, Fixtures, Flashlights, Hand Lamps, Jobsite Lighting, Lamps, LED Lighting, Machine Tool Lights, Recycling Kits, Track Lighting, Troffers.

2.3.9 CATEGORY 9: MATERIAL HANDLING

Cabinets, Carts & Trucks, Casters, Conveyors, Drums & Docks, Hoists/Winchies & Rigging, Ladders, Mounts & Vibration Control, Packaging & Shipping, Scaffolding, Tarps.

2.3.10 CATEGORY 10: MOTORS

Bearings, Belts, Brakes/Clutches, Bushings, Chain, Couplings, Definite-Purpose Motors, Gear Motors, General-Purpose Motors, HVAC Motors, Linear Motion, Pulleys, Pump Motors, Sheaves, Speed Reducers, Sprockets, Vacuum Motors, Vibrators.

2.3.11 CATEGORY 11: OUTDOOR EQUIPMENT

Cranes, Creepers, Insect Control, Jacks, Lawn Maintenance, Lift Equipment, Master Sets, Oils, Rakes, Shovels, Sprinklers, Tool Storage, Water Hoses, Wheelbarrows, and any other applicable items. Landscape Equipment (Gasoline and Electric), Shovels, Rakes, Axes, Hoes, Hoses, Nozzles, Insect Control, Herbicides, Fertilizers, Plants, Trees, Sprinkler/Irrigation Equipment and Supplies and all Ancillary Supplies, Tools, and Components.

2.3.12 CATEGORY 12: PAINTS EQUIPMENT AND SUPPLIES

All types of Paints, Equipment and Supplies, Brushes, Rollers, Spray Equipment, Aerosol Paints, Pressure Washers, Sand Blasters, Finishes, Abrasives, Epoxy, Cleaners, Drywall Supplies, Tarps, Compounds, Accessories, and all Ancillary Supplies, Tools, and Components.

2.3.13 CATEGORY 13: PLUMBING

Air-Operated Diaphragm Pumps, Centrifugal Pumps, Faucets, Flowmeters, Fuel & Oil Transfer Pumps, Pipe/Valves/Fittings, Positive Displacement Pumps, Sinks, Sump/Sewage Pumps, Toilets, Tubing, Urinals, Water Coolers, Water Filtration, Water Heaters, Water System Pumps, Kitchen Sink.

2.3.14 CATEGORY 14: PNEUMATIC TOOLS

Adapters, Air Compressors, Clamps, Couplings, Cylinders, Dryers, Filters, Filter Regulator Lubricants, Fittings, Hoses, Hose Reels, Hydraulic Motors & Gear Pumps, Hydraulic Pumps & Cylinders, Lifting, Motors, Oil Coolers, Power Units, Pumps, Regenerative Blowers, Tools, Vacuum Pumps, Valves.

2.3.15 CATEGORY 15: POWER TOOLS AND ACCESSORIES

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components. Some examples include Band Saws, Circular Saws, Cordless & Corded Drills, Cordless Tool Batteries & Chargers, Drill Presses, Dust Collectors, Grinders & Cutoff Tools, Hammer Drills, Impact Drivers & Wrenches, Lathes, Metal Forming Machinery, Reciprocating Saws, Rotary & Demo Hammers, Routers.

2.3.16 CATEGORY 16: SAFETY

Emergency Preparedness, Facility Safety, Fire Protection, First Aid, Identification, Industrial Safety, Instrumentation, Personal Protective Equipment, Safety Storage, Spill Control & Containment, Traffic Safety.

2.3.17 CATEGORY 17: SECURITY

Door and Door Frames, Key Control & Identification, Mailboxes, Padlocks, Replacement Parts, Safes, Security Alarms and Warnings, Self Defense, Specialty Locks, Video Surveillance.

2.3.18 CATEGORY 18: WELDING AND SOLDERING

Abrasives, Arc Welding, Blankets, Curtains & Pads, Drill Bits, End Mills & Milling Cutters, Fume Extraction, Gas Welding, Taps & Dies, Inserts, Machine Tool Accessories, Precision Measuring, Welding Accessories.

2.3.19 CATEGORY 19: NON-STANDARD

Items that are currently purchased by CHES that can be considered Non-Standard for some catalog SKUs with less purchase frequency.

2.4 ADDITIONAL PRODUCT CATEGORIES OF INTEREST TO CHES:

2.4.1 CATEGORY 1: APPLIANCES

Large Appliances: Refrigerators, Washers, Dryers, Dishwashing Machines, Stoves, Cooktops, Range Hoods and Ovens; Small Appliances: Mixers, Toasters, Microwave Ovens, Food Processors, Disposals, Trash Compactors, and all Ancillary Supplies, Tools, and Components.

2.4.2 CATEGORY 2: BUILDING MATERIALS

Lumber (Dimensional and Timber), Millwork, Roofing, Siding, Plywood, Paneling, Hardwood, Trim, Molding, Fencing, Decking, Gates, Brick, Block, Doors, Windows, Bagged Goods (Concrete, Mortar, Sand, or Asphalt), Drywall, Rebar, Acoustical Tiles, Rain Gutters, Garage Door Openers, Insulation, and all Ancillary Supplies, Tools, and Components.

2.4.3 CATEGORY 3: PUBLIC SAFETY

Access Barriers and Crowd Control, Police and EMT Uniforms, Security Management and Law Enforcement, Two Way Radios and Police Scanners, Detectors, Scanners, and all Ancillary Supplies.

2.5 PRODUCT ORDERING:

2.5.1 Suppliers complete product line (Wholesale or Retail) shall be available for ordering 24/7.

2.5.2 Products may be ordered by any of the following methods:

- E-procurement (Jagger/SciQuest, Perfect Commerce, Peoplesoft, ESM, and others) Attachment L – Campus Matrix defines locations and systems in use.
- Internet/Online Store
- Will Call (Phone or FAX order)
- POS (Point-of-sale)

2.6 PRODUCT PRICING:

Pricing shall be a fixed percentage (%) off catalog/list pricing by Product Category. Please make sure to elaborate your proposal details and structure in the section of CAPABILITIES in the questions.

- 2.6.1 Price Increase Documentation and Price Update Procedure: It should not be a forgone conclusion that Supplier automatically be granted a price increase each year on all items in the System or Market Basket. Supplier must provide a minimum 90-day notice of a price increase with supporting documentation. CHESS will evaluate price increase supporting documents and implement upon mutual acceptance. It is the intent of both parties that the Supplier(s) utilize best practices in Supply Chain Management to minimize cost increases.
- 2.6.2 Price Decreases: UC accepts price decreases as soon as they are available and can be entered into e-procurement or e-commerce purchasing processes. Notwithstanding anything to the contrary, Supplier(s) shall upload new pricing files within five (5) business days of receipt or as otherwise indicated, such other time to be not less than five (5) business days.
- 2.6.3 Special Discounts: At a Participating Entity's request, Suppliers may offer discounts such as discounts based on large volume, sales growth, single delivery location, etc.
- 2.6.4 Manufacture Direct Pricing Agreement: UC may request Supplier(s) to negotiate directly with manufactures for better pricing and or discounts, for the benefit of UC and/or each Participating Entity. Further, UC reserves the right to negotiate directly with manufactures for items purchased. Upon mutual agreement, Supplier may be selected to distribute the Product to UC and/or Participating Entity.
- 2.6.5 Contractor Participation Contractors and Subcontractors: At the direction of Participating Public Agencies, to other Participating Agency Contractors or subcontractors, contractors shall extend this Agreement's pricing and category discounts to other UC Contractors and Subcontractors (herein referred to as "Other UC Contractor") for UC-related spend if Other UC Contractor provides Contractor with valid UC project number/project name and the Product is to be shipped directly to the Participating Entity related to the project. Contractor has the right to verify with UC and the UC Project Number/Project Name. Contractor also has the right to limit or terminate an Other UC Contractor use of this Agreement if the Other UC Contractor fails to timely pay Contractor for Product, fails to establish and maintain adequate credit worthiness or utilizes this Agreement for the benefit of anyone other than the Participating Entity for which the project relates.
- a) Other UC Contractors are not required to use Contractor for materials, therefore it is important that Contractor pricing be attractive and act as an incentive to purchase against this Agreement.
 - b) Other UC Contractors are responsible for payment to Contractor and UC has no liability for OTHER UC Contractor purchases. Contractor shall extend payment options to Other UC Contractor such as Purchase Order or Procurement Credit Cards, or other order placement and payment methods agreed upon by Contractor.
 - c) Contractor shall track Other UC Contractors purchases and report on their purchases by, Other UC Contractor Name, product description, SKU and other spend related information that Contractor has available.
 - d) Other UC Contractor purchases shall apply to the particular Participating Entity location's contract purchases for purpose of Supplier Consolidation and Annual Incremental Growth and shall be calculated in contract purchases for the benefit of Participating Entity.

2.6.6 Core Lists:

- a) National Core List- Provides for the deepest discounts on a variety of products to agencies nationwide. Pricing on the National Core List shall be provided to all Participating Agencies.
- b) Customized Core List- In addition to the National Core List, Offerors may provide customized core lists to agencies.

2.7 REBATE ON SALES:

If this pricing option is offered, describe your firm's ability to provide this service (ex. Growth incentives, e-commerce incentives, etc.). Further details can be defined in Value Add section of questions.

2.8 ON-LINE CATALOG DISCOUNT PRICING:

Capability to access an on-line catalog reflecting contract pricing of all products is a requirement. Describe your online presence and/or ecommerce capabilities in the CAPABILITIES section of the questions.

2.9 RELATED PRODUCTS AND SERVICES PRICING:

2.9.1 All related services that are provided as Value Add (No charge), please define in section Value Add of Questions.

2.9.2 All other additional related products and services which contain a pricing structure available by Supplier are to be attached to RFx event and named "Related Products and Services Pricing". Supplier is to provide detailed line item of all services and specific pricing for those services available.

2.9.3 Emergency Response Capabilities - In the event of a disaster, UC must continue its mission of teaching, research, public service, and patient care. UC is seeking information from suppliers who can provide equipment, supplies, resources, and/or services during emergency situations. Please state your emergency response capabilities, name/title of the emergency contact, proximity of facilities/stores/resources to UC organization, and other relevant emergency information. Disasters vary and require different resources, but we are seeking common MRO items like gloves, masks, lighting, generators, chainsaws, portable restrooms, batteries, barricades, and cleaning supplies.

- a) Define Supplier(s) Capabilities
- b) UC priority of supplies
- c) Experience
- d) Ability to manage Emergency Response items for a Participating Entity.

2.10 SUPPLIER- MANAGED INVENTORY :

Describe your firm's ability to provide this service and your capabilities in the Value Add section of the questions. Please refer to Attachment L – Campus Matrix for the list of locations who currently have a Supplier-Managed Inventory program in place and vending machines. If Supplier(s) is capable to provide these services, please include how these locations would be transitioned in the Value Add section of the questions. Supplier(s) who submit to be MRO Primary Distributor MUST have a solution for these locations outlined.

2.11 SALES REPORTING:

EXHIBIT 5 – QUARTERLY REPORT is provided as a template for future quarterly reporting requirements. Describe your firm's reporting capabilities in the CAPABILITIES section of the question. Provide all line item details and alternative options that may have not been used in the example provided.

UC - Maintenance Repair and Operations (MRO) and Related Services RFx

2.12 BRAND NAMES:

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration. Ability to partner with manufacturer for enhanced pricing through Master Agreement is of interest to CHES.

2.12.1 **Substitutions:** UC encourages Supplier(s) to offer substitute or alternate items, brands or generic items to end users when the offer adds value to the procurement of goods and services. No substitutions of alternate items for products ordered will be permitted except with the express approval from authorized UC personnel or Participating Public Entities. Supplier shall not substitute and/or interchange a different brand or generic product of package size, other than the specific product ordered, without authorization from UC or Participating Public Entity. Any such authorization is granted on a per order basis and is not to be considered as justification for a Product substitution on any future orders or shipments.

2.13 DELIVERY, FREIGHT REQUIREMENTS:

2.13.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.13.2 Should a Participating Public Entity determine that rush shipping or other alternate shipping is required, it shall notify the Supplier. The Supplier shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Entity.

2.13.3 The Supplier shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Entity and the contract coverage completed. The Supplier shall also file all claims for visible or concealed damage. The Participating Public Entity will notify the Supplier of any damaged goods and shall assist the Supplier in arranging for inspection of the goods.

2.13.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.13.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.13.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- a) Contract Serial number
- b) Supplier's name and address
- c) Participating Public Entity's name and address
- d) Participating Public Entity's purchase order number
- e) A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination.

3.2 MINIMUM ORDER:

There shall be no minimum order requirement during the term of this Agreement and any extension(s) of such term.

3.3 ONLINE CATALOG:

Online/ecommerce capability to access catalog reflecting contract pricing of all products.

3.4 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Participating Entity.

3.5 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.6 TRAINING:

Supplier(s) to provide detailed list of training that is offered under proposal and all additional training. Provide any details that are available if training can be conducted from manufacture direct, with the support of Supplier/Distributor.

3.7 USAGE REPORT:

The Supplier(s) shall furnish UC a usage report upon request delineating the acquisition activity governed by the Master Agreement. The format of the report shall be approved by UC and shall disclose the quantity and dollar value of each contract item by individual unit. Exhibit 5 – Quarterly Report is to be used for quarterly reporting. Any changes requested to be made to Exhibit 5 are to be negotiated prior to acceptance of award.

3.8 BACKGROUND CHECK:

Outline your current business practices for employment and background check.

3.9 INVOICES AND PAYMENTS:

3.9.1 Invoices are required to contain the following information:

- California sales tax as a separate line item
- Shipping costs as a separate line item
- UC or each respective Participating Entity's Purchase Order, Release Number, or Agreement Number
- Description, quantity, catalog number and manufacturer number of the item ordered
- Pricing per unit of purchase
- Extended price
- Total Amount Due
- Any pay/earned/dynamic discount
- Reference to original order number for all credit memos issued

3.9.2 Settlement Method and Terms are outlined in Attachment I.

3.9.3 Problems regarding billing or invoicing shall be directed to the Participating Entity as listed on the Purchase Order.

3.9.4 Provide available payment terms.

3.9.5 Modification of Terms: Participating Agencies commonly require a modification to a term of the Master Agreement (e.g. governing law). The awarded Supplier

and Participating Entity may agree to modify terms on any specific purchase by a Participating Entity without being in conflict with the Master Agreement.

3.10 SERVICE METRICS:

During the term of this Master Agreement and any extension(s) of such term, Supplier agrees to the following Service Metrics details and specifications. UC service standards provides guarantees that Supplier shall consistently adhere to the standards for all Participating Locations.

- 3.10.1 **Stock Item Delivery:** Orders placed before 5:00 p.m. local time will ship the same day for next day delivery.
- 3.10.2 **Non Stock Item Delivery:** Contractor shall place the order on the same day it receives the order from a Location. Contractor shall then deliver the Product the next day after Contractor's receipt of the item unless the item is shipped direct to the ordering Location from the Manufacturer.
- 3.10.3 **Fill Rate:** 98% order fill rate; 98% line fill rate
- 3.10.4 **Returns:** Full credit guaranteed on any return regardless of reason if within thirty (30) days of receipt with receipt, invoice, packing slip or similar documentation.
- 3.10.5 **Return Pick-up:** Pick-up will occur within five (5) days from request. Return time frame begins as of date of request for pick-up.
- 3.10.6 **Credits:** Full credit issued in same form as payment and referencing the original purchase order number.
- 3.10.7 **Report Requests:** Standard reports will be generated at the CHESS and Location or Participating Entity level quarterly or as necessary to track compliance.
- 3.10.8 **Delivery Accuracy:** 98% calculated based on percent of entire order fulfilled accurately.
- 3.10.9 **On-Time Delivery:** 98% calculated based upon the percent of the entire order arriving at the customer's required time.
- 3.10.10 **Invoice/Billing Accuracy:** 99%
- 3.10.11 **Customer Service Satisfaction:** Average score of 3.75 or better on a 5 point scale.
- 3.10.12 **Quote Turnaround:** 24 hours
- 3.10.13 **Response Time:** Emergency Calls 1 hour; Non-Emergency Calls 4 business hours; Emergency Resolution Time Best efforts until issue is resolved

3.11 SURVEYS

Supplier will, at Participating Entity request, conduct customer surveys. The content of these surveys will be approved by Participating Entity. Participating Entity will be responsible for the tabulation of these surveys.

3.12 PROGRAM MANAGEMENT:

Supplier will provide the necessary staff and resources to support CHESS program management function as outlined in the RFP and Supplier's Response including, but not limited to:

- Marketing Program to increase sales activity;
- Coordinating Program implementation;
- Providing superior customer service;
- Promoting alternate Services to reduce cost and to meet CHESS sustainability objectives;
- Demonstrating new Services;
- Managing the continuous improvement process;
- Providing on-going contract monitoring and maintenance;
- Offering Services cost reduction and process improvement opportunities to CHESS;
- Conducting monthly account review meetings.

3.13 PROJECT MANAGER:

Supplier will assign a project management team to coordinate Participating Entity implementation of the Agreement.

3.14 POST AWARD MEETING:

The Supplier may be required to attend a post-award meeting with UC to discuss the terms and conditions of this Master Agreement. This meeting will be coordinated by Lead Agency Procurement Officer.

4.0 CONTRACTUAL AND SPECIAL TERMS & CONDITIONS:

4.1 DRAFT CONTRACT SEE EXHIBIT 2

5.0 INSTRUCTIONS TO SUPPLIERS:

Bidders and Suppliers are solely responsible for submitting bids, proposals, and any modifications or withdrawals, to be received at the time and designated location required by the solicitation (ITN, RFP, ROQ, or any other solicitation notice).

Any bid, proposal, modification, or withdrawal received after the designated time is deemed “late” and will be rejected and not evaluated.

5.1 SCHEDULE OF EVENTS:

Request for Proposals Issued: JANUARY 31, 2018

Vendor Conference: FEBRUARY 05, 2018

Deadline for Questions MARCH 02, 2018

All technical/system questions shall be e-mailed to support@gep.com. All questions are to be submitted in GEP system and shall be posted for others to view.

Deadline for submission of proposals is 3:00 P.M., Pacific Time, on **March 17, 2018**. All proposals must be received before 3:00 P.M., Pacific Time, on the above date in the GEP System.

Proposed Respondent presentations: (if required) MARCH 2018

Proposed selection and negotiation: APRIL 2018

Proposed award of Contract: MAY 2018

All responses to this Request for Proposal become the property of CHESS and (other than pricing) will be held confidential, to the extent permissible by law. CHESS will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than CHESS.

5.2 VENDOR CONFERENCE

5.2.1 Vendor Conference will be held related to solicitation# RFP-MRO-UCSystemWide-Jan312018.

5.2.2 Conference will be conducted using ZOOM web conference services. Audio and Video will be recorded and attached to GEP System, to document any questions or topics covered.

- Registration Required prior to participation
- Link for Audio/Video attendance: <https://UCOP.zoom.us/j/380679787>
- Dial In option US: +1 669 900 6833 Meeting ID: 380 679 787

5.2.3 Purpose of the Vendor Conference is to:

UC - Maintenance Repair and Operations (MRO) and Related Services RFx

- Explain the RFP process and expectations
- Provide additional information to the attached documents
- Answer any questions Supplier(s) may have related to the RFP or the process

5.3 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed in the GEP system. All inquiries will be posted and answered within the system for viewing purposes.

- 5.3.1 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

5.4 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of RFP-MRO-UCSystemWide-Jan222018 and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, RFP-MRO-UCSystemWide-Jan222018." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, RFP-MRO-UCSystemWide-Jan312018," shall be considered invalid and void and of no contractual significance.**

UC reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

5.5 GENERAL CONTENT:

- 5.5.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought.
- 5.5.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.
- 5.5.3 Include a detailed response to Attachment C, Exhibit A, National IPA Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the Master Agreement, describe how products and services will be distributed nationwide, include a plan for marketing products and services nationwide and describe how volume will be tracked and reported to National IPA. The successful offeror will be required to sign Attachment C, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.

5.6 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by CHES to evaluate each Proposal. At UC option, Supplier may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal. Proposals will be evaluated on the following criteria which are listed below: Evaluation Category (Points Available / Percentage Weight) Total points available is 20,000.

5.6.1 Company Profile (800 / 4%)

5.6.2 Capabilities (4000 / 20%)

5.6.3 Marketing / Sales (1000 / 5%)

5.6.4 Administration (1000 / 5%)

5.6.5 Sustainability (1200 / 6%)

5.6.6 Value Add (2000 / 10%)

5.6.7 Cost (10000 / 50%)

Supplier can achieve more points than the minimum criteria by proposing additional services and/or differentiating themselves from other submittals. The Team will determine the Total Score for each category in a Bidder's Final Bid by aggregating categories in the table above, Scores will be rounded to the two (2) decimal place.

NOTE : SUPPLIERS ARE REQUIRED TO USE ATTACHED DOCUMENTS IN GEP TO SUBMIT THEIR PRICING/DISCOUNT PROPOSAL.

ATTACHMENT A - PRICING

Company Name: _____

1.0 Base Discount: _____ (%) Minimum discount to be applied on all categories not defined below.

2.0 Please provide the percentage off list pricing for any of the categories you want to propose in the table below. The proposed discount percentages must not exceed 2 digits (i.e. 10.37% is acceptable while 10.37862% is not)

<u>CATEGORY</u>	<u>*DISCOUNT(%)</u>
1 Adhesives, Sealants and Tape	_____
2 Appliances	_____
3 Air Filters	_____
4 Batteries	_____
5 Electrical	_____
6 Fasteners	_____
7 Hand Tools	_____
8 HVAC and Refrigeration	_____
9 Lighting, Lamps, Ballast, Fixtures	_____
10 Material Handling Repairs	_____
11 Motors	_____
12 Outdoor Equipment	_____
13 Paint, Equipment and Supplies	_____
14 Plumbing	_____
15 Pneumatics Tools	_____
16 Power Tools and Accessories	_____
17 Safety	_____
18 Security	_____
19 Welding and Soldering	_____
20 Public Safety	_____
21 _____	_____
22 _____	_____
23 _____	_____
24 _____	_____
25 _____	_____
26 _____	_____
27 _____	_____
28 _____	_____
29 _____	_____
30 _____	_____

Note:

*This Pricing discount structure (%) must comply with pricing proposed in ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK.

ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK

SEE ATTACHED DOCUMENT

ATTACHMENT B - RETAIL STORES AND WAREHOUSE LOCATIONS

VENDOR NAME:			
STATE:	QUANTITY OF RETAIL STORES IN THIS STATE	QUANTITY OF WAREHOUSE(S) IN THIS STATE	WAREHOUSE LOCATIONS (CITY)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

Attachment C



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

University of California (UC) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “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 National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (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 National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA 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 National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, 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.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s 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 National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 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 National IPA marketing team will work in conjunction with Supplier to promote the Requirements for National Cooperative Contract

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- 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 National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

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

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

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 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 National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 National IPA. 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 National IPA 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.). 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 National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's 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 National IPA 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 National IPA 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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that 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 QUALIFICATIONS

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 National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

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 your company's primary go to market strategy for Public Agencies to your 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 your national sales force with participation from the executive leadership of your company, along with the National IPA 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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 company 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 National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, 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 National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - 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 National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA 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 contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company'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 National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization 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, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company'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. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company 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 that 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 National IPA).
 - 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 National IPA under the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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 National IPA).
- 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 your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, 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 National IPA 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 National IPA to Public Agencies;

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

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

WHEREAS, National IPA 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 National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA 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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA 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 National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA 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 National IPA 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, National IPA 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. National IPA 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. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA 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, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA 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 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA 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 and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA'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. National IPA 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 National IPA program by either registering on the National IPA website, www.nationalipa.org, 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 National IPA. 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 National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA 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 National IPA 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 National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, 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 National IPA 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 National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA 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 National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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 National IPA's 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. National IPA, or its designee, in National IPA's 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 National IPA receives such report. In addition, National IPA 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 National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's 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 National IPA 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 National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, 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 National IPA.

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. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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 National IPA, 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.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL PURCHASING
ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

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 (“**National IPA**”) 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 National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, 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 National IPA 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 National IPA 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 and is not purchasing Products on behalf of a hospital.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

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.
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 National IPA 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 National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party 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 similar products or services.
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 NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

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 a 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) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [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 National IPA.

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 EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS									
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE									
(to be submitted electronically in Microsoft Excel format)									
National IPA Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
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									

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA 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 National IPA 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>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT

LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR

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

ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT

LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LONDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT

RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, 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
 TOOELE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT

WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

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

UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

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

ATTACHMENT D - APPENDIX ELECTRONIC COMMERCE

SEE FILE ATTACHMENT

ATTACHMENT E - UC PARTICIPATING ENTITIES

List of UC Locations authorized to purchase under this Agreement

1. UC Berkeley Campus
2. UC Davis Campus
3. UC Davis Healthcare System
4. UC Irvine Campus
5. UC Irvine Healthcare System
6. UC Los Angeles Campus
7. UC Los Angeles Healthcare System
8. UC Merced Campus
9. UC Riverside Campus
10. UC San Diego Campus
11. UC San Diego Healthcare System
12. UC San Francisco Campus
13. UC San Francisco Healthcare System
14. UC Santa Barbara Campus
15. UC Santa Cruz Campus
16. UC Hastings Campus
17. UC Office of the President

ATTACHMENT F - CSU PARTICIPATING ENTITIES

List of CSU Locations authorized to purchase under this Agreement

1. Bakersfield
2. Channel Islands
3. Chico
4. Dominguez Hills
5. East Bay
6. Fresno
7. Fullerton
8. Humboldt
9. Long Beach
10. Los Angeles
11. Maritime
12. Monterey Bay
13. Northridge
14. Pomona
15. Sacramento
16. San Bernardino
17. San Diego
18. San Francisco
19. San Jose
20. San Luis Obispo
21. San Marcos
22. Sonoma
23. Stanislaus
24. Chancellor's Office

ATTACHMENT G – CALIFORNIA COMMUNITY COLLEGES PARTICIPATING ENTITIES

1	Allan Hancock College
2	American River College
3	Antelope Valley College
4	Bakersfield College
5	Barstow College
6	Berkeley City College
7	Butte College
8	Cabrillo Community College
9	Canada College
10	Cerritos College
11	Cerro Coso Community College
12	Chabot College
13	Chaffey College
14	Citrus College
15	City College Of San Francisco
16	Clovis College
17	Coastline College
18	College Of Alameda
19	College Of Marin
20	College Of San Mateo
21	College Of The Canyons
22	College Of The Desert
23	College Of The Redwoods
24	College Of The Sequoias
25	College Of The Siskiyous
26	Columbia College
27	Compton Community Ed Center
28	Contra Costa College
29	Copper Mountain College
30	Cosumnes River College
31	Crafton Hills College
32	Cuesta College
33	Cuyamaca College
34	Cypress College
35	De Anza College

36	Diablo Valley College
37	East Los Angeles College
38	El Camino College
39	Evergreen Valley College
40	Feather River College
41	Folsom Lake College
42	Foothill College
43	Fresno City College
44	Fullerton College
45	Gavilan College
46	Glendale College
47	Golden West College
48	Grossmont College
49	Hartnell Community College
50	Imperial Valley College
51	Irvine Valley College
52	Lake Tahoe Community College
53	Laney College
54	Las Positas College
55	Lassen Community College
56	Long Beach City College
57	Los Angeles City College
58	Los Angeles Harbor College
59	Los Angeles Mission College
60	Los Angeles Pierce College
61	Los Angeles Southwest College
62	Los Angeles Trade Tech
63	Los Angeles Valley College
64	Los Medanos
65	Mendocino College
66	Merced College
67	Merritt College
68	Miracosta College
69	Mission College
70	Modesto Junior College

71	Monterey Peninsula College
72	Moorpark College
73	Moreno College
74	Mt. San Antonio College
75	Mt. San Jacinto College
76	Napa Valley College
77	Norco College
78	Ohlone College
79	Orange Coast College
80	Oxnard College
81	Palo Verde College
82	Palomar College
83	Pasadena City College
84	Porterville College
85	Reedley College
86	Rio Hondo College
87	Riverside City College
88	Sacramento City College
89	Saddleback College
90	San Bernardino Valley College
91	San Diego City College
92	San Diego Mesa College
93	San Diego Miramar College
94	San Joaquin Delta College
95	San Jose City College
96	Santa Ana College
97	Santa Barbara City College
98	Santa Monica College
99	Santa Rosa Junior College
100	Santiago Canyon College
101	Shasta College
102	Sierra College
103	Skyline College
104	Solano Community College
105	Southwestern College

106	Taft College
107	Ventura College
108	Victor Valley College
109	West Hills College
110	West Los Angeles College
111	West Valley College
112	Woodland College
113	Yuba College

ATTACHMENT H - AICCU PARTICIPATING ENTITIES

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Bel Air	90077
Antioch University	400 Corporate Pointe	Culver City	90230
Art Center College of Design	1700 Lida Street	Pasadena	91103
Azusa Pacific University	901 E. Alosta Avenue	Azusa	91702
Biola University	13800 Biola Avenue	La Mirada	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94103
California Institute of Technology	1200 E. California Blvd.	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	500 E. 9th Street	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Rafael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Avenue East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Blvd.	Oakland	94619
Hope International University	2500 E. Nutwood Ave.	Fullerton	92831
Humphreys College	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John Paul the Great Catholic University	220 W. Grand	Escondido	92025
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Loma Linda University		Loma Linda	92350
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	3800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Menlo College	1000 El Camino Real	Atherton	94027

Institution	Address	City	Zip
Mills College	5000 MacArthur Blvd.	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
Mount Saint Mary's University	10 Chester Place	Los Angeles	90007
National University	11255 North Torrey Pines Road	San Diego	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	500 Ralston Avenue,	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Hwy.	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	550 N. College Avenue	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Katherine College	1637 Capalina Road	San Marcos	92069
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	450 30th Street	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern California Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern California University of Health Sciences	16200 Amber Valley Dr.	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060
Touro University California	1310 Club Drive	Vallejo	94592
Touro College and University System	43 West 23rd Street	New York	10010
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	P. O. Box 3080	Redlands	92374
University of San Diego	5998 Alcalá Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089

Institution	Address	City	Zip
University of Southern California	1800 I Street	Sacramento	95811
University of Southern California - Health Science Campus	1975 Zonal Avenue	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the Pacific School of Dentistry	2155 Webster Street	San Francisco	94115
Pacific McGeorge School of Law	3200 Fifth Ave.	Sacramento	95817
University of the West	1409 Walnut Grove Avenue	Rosemead	91700
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	P. O. Box 634	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 Glenoaks Blvd	Burbank	91504

ATTACHMENT I – SETTLEMENT MATRIX TERMS

Option 1	Option 2	Option 3
<div data-bbox="77 485 155 506"></div> <p>Invoice Methods</p> <ul style="list-style-type: none"> • Structured data direct to UC location (cXML, EDI, CSV) • Submission to UC designated e-invoicing partner • Email direct to UC location Imaging Application <p>Settlement Options & Terms</p> <p>Virtual/Ghost Card Net ACH 2% 10 Net 30</p>	<div data-bbox="573 485 651 506"></div> <p>Invoice Methods</p> <ul style="list-style-type: none"> • Paper • Email <p>Settlement Options & Terms</p> <p>Virtual/Ghost Card Net ACH 1% 20 Net 45</p>	<div data-bbox="1071 485 1149 506"></div> <p>Invoice Methods</p> <ul style="list-style-type: none"> • Paper <p>Settlement Options & Terms</p> <p>AP Card Net 10 Check 1% 20 Net 60</p>

ATTACHMENT J – CHESS HOLIDAY SCHEDULE

2018	
New Year Holiday	Monday, January 1, 2018
Martin Luther King, Jr. Day	Monday, January 15
President's Day	Monday, February 19
Cesar Chavez Holiday	Friday, March 30
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Veteran's Day	Monday, November 12
Thanksgiving	Thursday, November 22 Friday, November 23
Winter Holiday	Monday, December 24 - Tuesday, December 25
Winter Curtailment	Wednesday, December 26 - Friday, December 28
New Year Holiday	Monday, December 31, 2018 Tuesday, January 1, 2019

ATTACHMENT K – SUSTAINABILITY SPECIFICATIONS

California higher education schools have a long history of being leaders in sustainability, including in environmentally and socially responsible purchasing. For example, in 2007, the University of California expanded its [UC Sustainable Practices Policy](#) to include environmentally preferable purchasing. Among other directives, these policies advise the UC to:

- Determine the appropriate sustainability requirements to be included in RFPs,
- Recognize and value total cost of ownership, closed loop systems, and contribution to LEED credits when evaluating suppliers,
- Recognize recycled content and third party certifications, and negotiate better pricing on products with these recognized criteria where opportunities exist,
- Require suppliers to report quarterly on the UC's spend on environmentally preferable products,
- Require suppliers to document their packaging practices, verify compliance with the UC's packaging criteria, and work with its suppliers to establish end-of-life reuse, recycling, or "take-back" programs at no extra cost to the University

In addition, the *UC Sustainable Practices Policy* identifies green building design and operation standards, a zero-waste by 2020 target, a climate neutrality goal by 2025, and stringent water consumption reduction goals.

To further reductions in energy, water, and toxics use, and increase the purchase of recycled-content products, the following specifications are included as directed by the above policy. Vendors participating in the CHES Maintenance Repair and Operations Solicitation shall strive to comply with all technical and environmental specifications provided herein.

1. Labeling

Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's [Guidelines for the Use of Environmental Marketing Claims](#). In addition, products claiming environmental benefits shall include the industry standard it meets or third party certification it has received (see below list of preferred technical and environmental specifications) in the catalog product description. A copy of the certification claimed by the vendor must be supplied upon request if it is not publically available for verification. Products offered on this contract that contain recycled content shall list in the hosted and punchout catalogs the amount of recycled content, reflecting both total recycled content (TRC) and post-consumer recycled content (PCRC).

2. Usage Reports

Vendors must submit quarterly usage reports for all purchases made on this contract in the format outlined in EXHIBIT – QUARTERLY REPORT. Many campuses report on progress towards meeting the goals set forth in their respective Environmentally Preferable Purchasing (EPP) policies, and any available data that can be reported on actual EPP purchases and their associated environmental, health, and fiscal impacts is beneficial for this purpose.

3. Environmentally Preferable Products

Campuses may establish a preference for Environmentally Preferable Products (EPPs), adopt additional specifications for certain categories of products, and/or negotiate during the Contract term to permit the substitution or addition of EPPs to the Contract when such products are readily available at a competitive cost and satisfy the department's performance needs.

4. Mercury Containing Products

The California Environmental Protection Agency regulates the disposal of mercury waste because mercury is toxic to people and to the environment. California law restricts the level of mercury in some products (such as general purpose lights and packaging), and bans the sale of other mercury-containing products outright (such as

mercury-containing thermometers, barometers, flow meters, etc.). Vendors must ensure that their processes for the selling, handling and disposing of products containing mercury meets all California mercury control laws: http://www.dtsc.ca.gov/HazardousWaste/Mercury_Reduction.cfm.

5. **Volatile Organic Compounds (VOCs):** Campuses seek to procure products that contain no or low amounts of Volatile Organic Compounds (VOCs), wherever feasible, including but not limited to furniture, flooring, paint, sealants, architectural coatings, and building materials. Vendor shall provide low- or no-VOC product options in the above categories. To the greatest extent possible, vendors shall offer and label products that are low emitting and that contain zero or low VOCs.
6. **Energy- and Water-Efficient Products:** For product categories where ENERGY STAR® -rated or WaterSense® certified products are available, the California Higher Education System Schools seek to focus their procurement efforts only on products with an ENERGY STAR® rating or WaterSense® certification, delivered with energy efficiency and conservation features enabled. Products in applicable categories shall be offered and labeled with ENERGY STAR and WaterSense programs.
7. **Recycled Content:** Products shall be provided and labeled that meet or exceed the minimum recycled-content specifications as outlined in the EPA's Comprehensive Procurement Guidelines: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>. Product categories include construction products, landscaping products, office products, paper products, park and recreation products, transportation products, vehicular products, and other miscellaneous products.
8. **Packaging:** All packaging (including carrying cases, wrappers and wrapping films, bags, and tubs) and packaging components (such as inks, labels, dyes, pigments, adhesives, stabilizers, or any other additives) must be free of Expanded Polystyrene (EPS) and polyvinyl chloride (PVC), and 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, all packaging must have the option to meet at least one, and preferably more than one, of the criteria listed below.
 - a. Uses bulk packaging.
 - b. Uses reusable/returnable packaging.
 - 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
 - e. Uses easily recyclable or compostable packaging.
9. **CHESS SUGGESTED Prohibited Products and Materials: (May vary by location)**
 - a. *Aerosols* and products in aerosol containers
 - b. *Antimicrobials additives* used in hand soaps, furniture coatings, and any other products.
 - c. *Bottled Water*
 - d. *Compact Fluorescent Lamps (CFLs)*
 - e. *Compost* that includes any chromated copper arsenate (CCA) pressure treated wood products. Provide certification that wood products are free from CCA products or byproduct.
 - f. *Disinfectants and Sanitizers* that contain known, suspected, reasonably anticipated, or probable human carcinogens per IARC, NTP or the State of California; reproductive toxins per the State of California;

Asthmagens per AOEC (listed with a G, Rs, Rrs or Rr designation); Nonylphenol ethoxylates or other alkyl phenol ethoxylates (APEs); Chlorine Bleach (Sodium hypochlorite), Hydrogen chloride (HCL), Phenols, Pine oil, Quaternary ammonium chloride compounds, Silver, or Thyme oil.

- g. *Expanded Polystyrene (EPS)* other than that utilized for laboratory supply or medical packaging. Prohibited products include but are not limited to EPS in foodservice products, and packaging.
- h. *Flashlights* that do not use an LED light source
- i. *Hand sanitizing wipes* unless they contain ethyl alcohol or isopropanol active ingredients only
- j. *Incandescent light bulbs* that are standard size (size A19)
- k. *Pesticides* that are harmful to pollinators including the following Neonicotinoids: Imidacloprid, Clothianidin, Thiamethoxam, Acetamiprid, Dinotefuran.
- l. *Polyvinyl chloride (PVC)* - Products shall be free of PVC whenever an alternative exists. PVC-containing products must be identified in catalogs.
- m. *Prop 65 Chemicals* (known to cause cancer or birth defects or other reproductive harm) unless clearly identified and labeled on all products containing them.

10. Vendor Must Make the Following Environmentally Preferable Products Available on the Contract:

- a. *Adhesives* that comply and are labeled with at least one of the following third-party certifications: Cradle to Cradle, Green Seal, SCS FloorScore, UL GREENGUARD Gold, UL EcoLogo, Carpet and Rug Institute (CRI) Green Label Plus
- b. *Batteries* with rechargeable nickel metal hydride (NiMH) that are low-self discharge and are delivered pre-charged in the following battery sizes: AA, AAA and D. All batteries shall have a minimum power rating in milliamp hours (mAh) as follows:
 - i. AAA batteries: 700 mAh
 - ii. AA batteries: 2000 mAh
 - iii. C batteries: 2200 mAh
 - iv. D batteries: 2200 mAh
 - v. 9-volt batteries: 175 mAh
 - vi. All chargers must be Energy Star
- c. *Disinfectants and Sanitizers* that contain only Hydrogen Peroxide (including Accelerated Hydrogen Peroxide), Citric Acid, Lactic Acid, or Caprylic Acid as active ingredients.
- d. *Electric Hand Dryers* that meet the following specifications:
 - i. Ability to dry hands in 15 seconds or less with maximum 135 degree Fahrenheit air
 - ii. Operate at a sound level of less than 80 dBA
 - iii. Energy consumption should match NEC or CEC requirements.
 - iv. Adherence to ADA protrusion requirements
 - v. Internal air filtration
- e. *Hydraulic Fuel and Lubricating Oil* that meets the following specifications:
 - i. Hydraulic fluid contains a minimum of 55% re-refined base stock and/or certified by EcoLogo CCD-068 and listed in the USDA BioPreferred Catalog

- ii. Lubricating oil containing a minimum of 75% re-refined base stock or certified by EcoLogo CCD-054 or Green Seal-3
- f. *Luminaires and light bulbs* that are LED, high-efficiency and CEC code compliant.
- g. *Motors* that are certified with the [National Electronic Manufacturers Association's \(NEMA\) Premium Energy Efficient Motors Program](#).
- h. *Paint products* that are certified by Green Seal and the Master Painter Institute (MPI) under its Green Performance Standards; and reprocessed and/or re-blended paint products with a minimum of 10% post-consumer recycled content paint, CARB compliant, and a total recycled content of 50%, that meet the specifications of conventional paints used for the same applications.
- i. *Plastic Lumber* that conforms to standard wood dimensional lumber sizing, contains UV inhibitors and is consistent in color and nominal dimension(s) through the entire profile, contains a minimum of 90% total recovered materials, at least 25% of which must be post-consumer plastic. All plastic lumber must be guaranteed against undue warping, sagging, cracking, splitting, rotting, and insect infestation for a minimum of ten (10) years.
- j. *Pesticides* that contain only active ingredients listed on the EPA's list of Active Ingredients Allowed in Minimum Risk Pesticide Products: <http://www.epa.gov/minimum-risk-pesticides/active-ingredients-allowed-minimum-risk-pesticide-products> or are listed on the 2015 San Francisco Reduced-Risk Pesticide List: http://www.sfenvironment.org/sites/default/files/fliers/files/sfe_reduced_risk_pesticide_list_2015_finaldraft.pdf
- k. *Powered cleaning equipment* that meets the following specifications:
 - i. Is equipped with controls or other devices for capturing and collecting particulates;
 - ii. Operates at a sound level less than 70 dBA;
 - iii. Floor Maintenance equipment: has low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or Equipment (SORE) program and is equipped with catalytic and exhaust monitoring systems;
 - iv. Scrubbers: are equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids;
 - v. Steam Cleaners: use a dry steam application and steam heat to a minimum 200 degrees F.
- l. *Roofing Materials* that are ENERGY STAR certified, approved by the Cool Roof Rating Council (CRRC), and made with recycled materials
- m. *Solvents and Degreasers* certified by Green Seal.
- n. *Sorbents* that contain 100% total recycled content (compliant with EPA's Comprehensive Procurement Guidelines for Sorbents: [http://www.epa.gov/osw/conserve/tools/Comprehensive Procurement Guidelines/products/sorbents.htm](http://www.epa.gov/osw/conserve/tools/Comprehensive%20Procurement%20Guidelines/products/sorbents.htm)), or USDA-certified biobased.
 - a. *Wood Lumber* that is FSC Certified.

11. Additional Market Basket Pricing

During the life of the contract, the University reserves the right to negotiate the addition of new environmentally preferable products into the market basket for the most preferential pricing.

ATTACHMENT L – CAMPUS MATRIX

Matrix below is completed for reference purposes only, based on those location who have Supplier-Managed Inventory (SMI), Vending Machines (VM), and a listing of the E-Procurement system currently used. MRO Primary Distributor is to provide a transition plan to the locations listed below for SMI and VM.

Attribute	CCC	CSU	Berkeley	Davis	Irvine	Los Angeles	Merced	Riverside	San Diego	San Francisco	Santa Barbara	Santa Cruz
Supplier Managed Inventory		X	X	X	X	X		X	X			
Vending Machine			X		X	X				X		
E-procurement	Banner/Datateil/ Peoplesoft *Multiple Systems	Peoplesoft/ESM	Jagger/Sciquest	Jagger/Sciquest	Jagger/Sciquest	Perfect Commerce	Perfect Commerce	Jagger/Sciquest	Jagger/Sciquest	Jagger/Sciquest	Jagger/Sciquest	Jagger/Sciquest

ATTACHMENT M – UC LOCAL SMALL BUSINESS OPT-IN SOLUTION (BETA)

1. OBJECTIVE - Allow UC campus to use the sourcing event to introduce local Small Business (SB) or Disabled Veteran Business Enterprise (DVBE). Responsibility of UC Campus to score, evaluate, and award local agreement.
 - a. Process Outline:
 - i. Local campus to support the solicitation efforts by communicating and advertising the SB and DVBE opportunity.
 - ii. SB and DVBE Responsibility:
 1. Participate in the BETA opportunity with campus defined in section 2.
 2. Provide SB/DVBE Certification
 3. Complete a Price Analysis Workbooks
 4. Complete Category Discounts
 5. Respond to Questions in RFx
 - iii. UC Campus Responsibility (Opt-In UC Location(s) refer to section 2)
 1. Score SB/DVBE Supplier(s) responses specifically to UC Campus location
 2. Separately Evaluate SB/DVBE responses for your UC Location
 3. Provide local award for SB/DVBE for your UC Location
 - a. This process will be completely separately from the system solution.
 - b. Timeline for scoring, evaluating, awarding is to be derived by UC campus and shared with SB/DVBE, who has opted into program.
 - c. Spend allocation is to be derived by UC Campus location and its local SB/DVBE goals and objectives.
 - b. The UC Campus will evaluate responses in their entirety and determine award based on the most advantageous.
2. UC CAMPUS OPT-IN CHART

<u>CAMPUS LOCATION</u>	<u>PAST 12 MONTH MRO SPEND</u>
UC SAN DIEGO	\$4,966,647.00

EXHIBIT 1 – SUPPLIER REGISTRATION PROCEDURES

GEP Registration is FREE and REQUIRED for all Suppliers.

Supplier Register On-line at

<https://smart.gep.com/Nexus/Registration>

If unable to click link above, full address is:

<https://smart.gep.com/Nexus/Registration/PartnerRegistration?dd=YnBjPTQxMTk4MyZzcGM9MCZmYz0x0&oloc=102>

Maintenance Repair and Operations (MRO) and Related Services event can be viewed in the following link:

<https://smart.gep.com/publicRFx/ucal?oloc=215#/>

All information for registration and bid submittal can be found on link provided above. Additional information provided as attachment.

For assistance, please contact GEP Support via phone or email: 1-732-428-1578 or support@gep.com

EXHIBIT 2 - DRAFT PURCHASE AGREEMENT

SEE ATTACHED DOCUMENT

EXHIBIT 3 - INSURANCE CERTIFICATE EXAMPLE

CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY)																																																	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																								
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<div style="display: flex; justify-content: space-between;"> COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: </div> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 30%;">TYPE OF INSURANCE</th> <th style="width: 5%;">ADOL INSD</th> <th style="width: 5%;">SUBR WVD</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP (MM/DD/YYYY)</th> <th style="width: 20%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td></td> <td> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$ </td> </tr> <tr> <td></td> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td></td> <td> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ AGGREGATE \$ \$ </td> </tr> <tr> <td></td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td>Y / N</td> <td>N / A</td> <td></td> <td></td> <td></td> <td> <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ </td> </tr> <tr> <td colspan="8" style="height: 100px; vertical-align: top; padding: 5px;"> DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) </td> </tr> </tbody> </table>									INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
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EXHIBIT 4 - CHESS REQUIREMENTS

1. HOURS OF SERVICE:

- 1.1. REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding holidays.
- 1.2. AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3. WEEKENDS are anytime Saturday or Sunday.
- 1.4. HOLIDAYS are CHESS Holidays (See CHESS holiday schedule attachment).
- 1.5. Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6. Supplier shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2. RESPONSE TIMES:

- 2.1. During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Supplier shall respond within four (4) hours of receipt of a request.
- 2.2. If the request is designated by the CHESS as an EMERGENCY, the Supplier shall respond within two (2) hours of receipt of request regardless of the time of day, WEEKEND or HOLIDAY.

3. CONTRACTOR REQUIREMENTS:

- 3.1. Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 3.2. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 3.3. The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 3.4. All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 3.4.1. Shirt/blouse
 - 3.4.2. Vest
 - 3.4.3. Cap
- 3.5. No one except authorized employees of the Contractor is allowed on the premises of CHESS. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 3.6. The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 3.7. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

4. EMPLOYEE BACKGROUND CHECK:

- 4.1. A background check is required for all employees providing any services to CHESS. Any occurrence found during background check is to be provided to Participating Agency for approval, prior to placement.

5. SMALL BUSINESS

- 5.1. Supplier(s) must have the capability to provide a small business solution. Provide Supplier(s) capabilities in the Capabilities section in the questions.
- 5.2. Additional points will be made available to those suppliers able to provide Small Business and/or Disabled Veteran Business Enterprise (DVBE) solution.
- 5.3. California based Participating Entities have a minimum of 25% Small Business participation spend. CHES is looking for an agreement that would allow this targeted goal. CHES reserves the right to source certain MRO supplies to small business, who are able to meet the spend requirement.

6. ONLINE/ECOMMERCE PRESENCE

- 6.1. Supplier(s) must have an online capability with contracted pricing for MRO goods being purchased. Full capabilities of this is to be outlined in questions of solicitation.

7. IN-STORE OR STOREFRONT

- 7.1. Supplier(s) must have an in-store or storefront presence to allow CHES or Participation Agency the ability to pick up items that may be on emergency or as needed basis.