



# UNIVERSITY OF CALIFORNIA

## Purchasing Agreement # 2020002300

Execution Copy

As a result of Request for Proposal # RFP-UC Janitorial Supplies & Equipment -Apr242019 for Janitorial Supplies and Equipment, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Supplier - Office Depot Inc.

### 1. Statement of Work

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

### 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **June 22, 2020** and through **June 21, 2027** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **three (3)** successive **one (1)** year periods (each, a Renewal Term), by providing Supplier with at least **thirty (30)** calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **thirty (30)** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **fifteen (15)** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

### 3. Purchase Order; Advance Payments

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

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

Pricing.

**CORE ITEM PRICING.** Supplier agrees to supply to UC those products and services as set forth in Pricing - Attachment E attached hereto (the "Core List") at the prices set forth therein. Pricing for items on the Core List will be held firm for the time periods specified in the Core List and thereafter updated at the same frequency. Supplier shall provide a thirty (30) day notice of prices adjustments and UC shall provide their response to such adjustments prior to the end of that thirty (30) day period. To the extent that UC does not respond within that time period, their silence shall be deemed acceptance of the proposed price adjustment. Upon request, and when available, Supplier shall provide UC with manufacturer documentation to verify that price adjustments are being appropriately passed through to UC.

**NON-CORE ITEM PRICING.** Items not on the Core List ("Non-Core Items"), but which are identified as Workplace Facilities Items in the primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division that is in circulation at the time of the order ("BSD Catalog"), will be priced at a discount up to ten percent (10%) off of the regular sales price (promotions excluded) set forth on [www.officedepot.com](http://www.officedepot.com) at the time of the order, exclusive of bulk pricing discounts or other specials. The price offering set forth in the first sentence of this subsection may



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not apply to technology items, clearance items, and/or promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings ("Excluded Items"). Non-Core Items that are not identified as Workplace Facilities Items shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Items, will be established by Supplier in its discretion and will be presented to the UC at the point of sale or otherwise at the time of order placement.

Refer to Pricing – Attachment E Pricing.

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

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

### Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: 2% 10, Net 30 days from date of accepted receipt of goods or electronic payment method determined by the campus from which the Purchase Order is issued.

## 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices shall be given by mail. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

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

<b>Name</b>	David Rusting
<b>Phone</b>	510-987-0086
<b>Email</b>	David.rusting@ucop.edu
<b>Address</b>	1111 Franklin St., 7th Flr
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

<b>Name</b>	Greg Muller
<b>Phone</b>	858-534-9857
<b>Email</b>	<a href="mailto:glmuller@ucsd.edu">glmuller@ucsd.edu</a>
<b>Address</b>	10280 N. Torrey Pines Road, Suite 415
	La Jolla, CA 92037-0914

To Supplier:

<b>Name</b>	Office Depot, Inc.
<b>Phone</b>	1-800-463-3768
<b>Email</b>	<a href="mailto:ecsupport2@officedepot.com">ecsupport2@officedepot.com</a>
<b>Address</b>	6600 North Military Trail
	Boca Raton, FL 33496
	Attn: Vice President



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With a copy to:

<b>Name</b>	Office Depot, Inc.
<b>Phone</b>	1-800-463-3768
<b>Email</b>	<a href="mailto:ecsupport2@officedepot.com">ecsupport2@officedepot.com</a>
<b>Address</b>	6600 North Military Trail
	Boca Raton, FL 33496
	Attn: Office of General Counsel

## **6. Intellectual Property, Copyright and Patents**

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

## **7. Patient Protection and Affordable Care Act (PPACA)**

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

## **8. Prevailing Wages**

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

## **9. Fair Wage/Fair Work**

Supplier is required to pay the UC Fair Wage (defined as \$15 per hour as of 10/1/17) when providing the Services.

## **10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts**

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

## **11. Insurance**

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Office Depot.

## **12. Cooperative Purchasing**

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement. All contractual administration issues (e.g. terms and conditions, extensions/renewals, product pricing and Core List) will remain UC’s responsibility except as outlined in the above referenced Request for Proposal # RFP-UC Janitorial Supplies & Equipment -Apr242019. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved



by each participating agency.

Supplier agrees to negotiate customized terms with the Participating Entity (also referred to as a Participating Public Agency) as necessary based upon the market conditions and special Participating Entity requirements. Supplier may offer products and pricing specific to a Participating Entity requirements. The addition of such terms and conditions or customization of pricing shall be mutually agreeable to Supplier and Participating Entity. If the Supplier and Participating Entity are unable to agree to other terms, conditions or pricing as requested by the Participating Entity, Supplier is under no obligation to sell any goods or services to the Participating Entity. In the event the Supplier and Participating Entity agree to a pricing structure that may contain any item on the Core Pricing List with unit pricing lower than that being offered under the Contract, the UC agrees that such pricing is allowed to be offered to that Participating Entity, and is not required to be provided to the UC's or any other Participating Entity or group of Participating Entities, if the total cost of purchase be no less than the UC contract given unit price and supporting incentives and service.

### 13. Records about Individuals

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

### 14. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated February 27<sup>th</sup>, 2020 and mutually amended will govern this Agreement and are attached as Attachment A.

### 15. Rebates

In consideration of UC's acceptance of the terms set forth in this Agreement, Supplier agrees to provide UC the incentives as set forth herein. For purposes of this Agreement, "**Spend**" shall mean UC's paid-for purchases net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, cut sheet paper, technology items, non-code and special order furniture, gift cards and warranties. "**Contract Quarter**" shall mean the three (3) month period, commencing on the Effective Date and each subsequent three (3) month period thereafter during the Initial Term or any Renewal Term.

**Volume Rebate.** Supplier shall pay UC a rebate equal to two percent (2%) of UC Spend per Contract Quarter, solely in the category of Janitorial products. This rebate shall be paid to the designated UC Campus point of contact within sixty (60) days of the end of each Contract Quarter, in the format designated by campus (either ACH, electronic payment, or check). The products within the category of Janitorial are to be determined by Supplier in its sole discretion.

**Last Mile/Order Consolidation Rebate.** Supplier will pay a rebate equal to four percent (4%) of Spend per Contract Quarter to each UC campus with an established consolidated distribution point, on orders consolidated to a single drop point delivery. This rebate shall be offered only to UC campuses. This rebate shall be paid to the designated UC Campus point of contact within sixty (60) days of the end of each Contract Quarter, in the format designated by campus (either ACH, electronic payment, or check).

**Sustainability Rebate.** Supplier will pay a rebate equal to three percent (3%) of Spend per Contract Quarter, solely for products identified by Supplier as "Sustainable" or "Green". This rebate shall be paid to the designated UC Campus point of contact within sixty (60) days of the end of each Contract Quarter, in the format designated by campus (either ACH, electronic payment, or check). The products within this category are to be determined by Supplier in its sole discretion.





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### 16. Deliveries

Supplier shall deliver all UC in-stock orders received by website, e-commerce or phone 5:00 PM local time (or by fax by 3 PM Eastern Time) the next business day. Supplier shall review and negotiate to a mutual agreement each UC locations' specific delivery requirements.

All deliveries will be FOB Destination. Delivery charges and risk of loss will be borne by the Supplier.

Supplier shall require a seventy five dollar (\$75.00) minimum order value per delivered order. Orders that do not comply with such minimum order value may be processed subject to a special handling fee.

Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Any and all proposed freight, rush, special shipping or handling charges/fees must be quoted before purchase and agreed to by purchaser.

### 17. Returns

Supplier shall accept goods returned by UC or participating agencies if in resalable condition and if made within thirty (30) days of original shipment. Returns for special order (non-stock) items may result in a 15% restocking fee. Supplier must pick up returns from the ordering department location within three (3) business days.

Special orders are not returnable.

In the case of extenuating circumstances (ex. pandemic) Supplier may specify, before purchase, that some goods may not be returnable. Notice must be communicated to end customer.

### 18. Incorporated Documents

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

- a. UC Terms and Conditions of Purchase, dated 2-27-2020, as amended - Attachment A
- b. UC Data Security and Privacy Appendix, dated 8-12-2019, as amended, Attachment B
- c. UC Electronic Commerce Appendix, dated 7-19-19, as amended, Attachment C
- d. RFP-UC Janitorial Supplies & Equipment -Apr242019 Janitorial RFP SOW - Attachment D
- e. Pricing – Attachment E
- f. Supplier response to RFP-UC Janitorial Supplies & Equipment -Apr242019 – Attachment F

### 19. Entire Agreement

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

*[Signature Page Follows]*



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

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

Document signed by:

A handwritten signature in blue ink, appearing to read "William Cooper".

IE90FA0709254CF...  
(Signature)

William Cooper, Chief Procurement Officer  
(Printed Name, Title)

6/17/2020

(Date)

Office Depot Inc.

A handwritten signature in blue ink, appearing to read "Wayne Lajoie".

(Signature)

Wayne Lajoie, Vice President  
(Printed Name, Title)

6/16/2020

(Date)





# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### ARTICLE 1 – GENERAL

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

### ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. Either Party, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services.
- E. UC's Appendix – Data Security, will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

### ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

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



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### ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a thirty (30) day cure period, UC may terminate the Agreement in whole or in part.

### ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

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

### ARTICLE 6 – WARRANTIES

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

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





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1. It complies with California and federal disability laws and regulations; and
  2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
  3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
  2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
  3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- H. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.

### ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Not Involving Work Made for Hire.
1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
- B. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality, but only so long as the Goods and/or Services were not misused/modified by UC. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- C. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

### ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will



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cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. Notwithstanding any other provision to the contrary, in no event shall either party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use of profits arising out of or in connection with this agreement, whether in action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

### ARTICLE 9 – INSURANCE

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

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
  1. Each Occurrence \$ 1,000,000
  2. Products/Completed Operations Aggregate \$ 2,000,000
  3. Personal and Advertising Injury \$ 1,000,000
  4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- D. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- E. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
  1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
  2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
  3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
  4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.



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Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- F. Additional other insurance in such amounts as may be reasonably required by UC and upon mutual written agreement against other insurable risks relating to performance. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will endeavor to provide UC with thirty (30) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
  - 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.

### ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

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

### ARTICLE 11 – FEDERAL FUNDS

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

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
  - 1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
  - 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
  - 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  - 4. FAR 52.219-8, Utilization of Small Business Concerns;
  - 5. FAR 52.222-17, Non-displacement of Qualified Workers;
  - 6. FAR 52.222-21, Prohibition of Segregated Facilities;
  - 7. FAR 52.222-26, Equal Opportunity;
  - 8. FAR 52.222-35, Equal Opportunity for Veterans;
  - 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
  - 10. FAR 52.222-37, Employment Reports on Veterans;
  - 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
  - 12. FAR 52.222-50, Combating Trafficking in Persons;
  - 13. FAR 52.222-54, Employment Eligibility Verification;
  - 14. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  - 15. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  - 16. FAR 52.224-3, Privacy Training;
  - 17. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
  - 18. FAR 52.233-1, Disputes; and
  - 19. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at [www.ucop.edu/procurement-services/policies-forms/index.html](http://www.ucop.edu/procurement-services/policies-forms/index.html) is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



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1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
  2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
  2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
  3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
  4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

### ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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

### ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the



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Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises to the extent they do not conflict with Supplier's policies and procedures; in such cases, supplier will provide notification to the UC.

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

### ARTICLE 16 – COOPERATION

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

### ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

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

- A. Price Decreases. Supplier agrees to pass through to UC price decreases from its suppliers, at the time of quarterly price updates..
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree within thirty (30) business days, upon an equitable adjustment in the price and/or delivery terms. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that to the best of its knowledge and belief, no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

### ARTICLE 18 – CONFLICT OF INTEREST

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

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

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



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### ARTICLE 19 – AUDIT REQUIREMENTS

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

### ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
  1. Personally identifiable information,
  2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
  3. Medical information as defined by California Civil Code § 56.05,
  4. Cardholder data,
  5. Student records, or
  6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
    - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
    - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
    - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
    - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
    - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
    - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to





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any Confidential Institutional Information.

- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

### ARTICLE 21 – UC WHISTLEBLOWER POLICY

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

### ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

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

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

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

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
  1. Uses bulk packaging;
  2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
  3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
  4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
  5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).



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

### ARTICLE 24 - PREVAILING WAGES

Prevailing Wage/Public Works projects (purchases) are not allowable under this UC/Office Depot agreement. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

### ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Supplier will provide services to the UC and Agreement is for the Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage.

### ARTICLE 27 – FORCE MAJEURE

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

### ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, either party may not assign or subcontract the Agreement without other party's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement. Supplier, without obtaining written consent from UC, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Supplier,

### ARTICLE 29 – NO THIRD-PARTY RIGHTS

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

### ARTICLE 30 – OTHER APPLICABLE LAWS

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

### ARTICLE 31 – NOTICES

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

### ARTICLE 32 – SEVERABILITY

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

### ARTICLE 33 – WAIVER

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

### ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



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- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

### ARTICLE 35 – GOVERNING LAW AND VENUE

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

### ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will endeavor to make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

### ARTICLE 38 – SURVIVAL CLAUSE

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

**ARTICLE 1. PURPOSE AND INTRODUCTION**

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

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

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

## ARTICLE 2. DEFINED TERMS

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

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

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

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

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

### ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

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

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

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



**ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES**

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

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

## ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. In response to a confirmed Breach, UC may request and perform a security audit at UC's expense using a mutually agreed upon qualified third party to be performed within a mutually agreed upon scope that in no circumstance shall compromise the confidentiality of Supplier's other customers.
- D. ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES
- E. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
- F. When Major Changes happen.
- G. When Supplier becomes aware of a vulnerability that warrants a CVE<sup>2</sup> rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
  - A. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
  - B. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

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

**ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION**

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative agreed upon by Supplier and UC.

C. Upon request, Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

**ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION**

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than three (3) business days after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

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

A. Reporting of Breach or Security Incident: If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than three (3) business days after the initial suspicion of a Security Incident and/or Breach and (2) three (3) business days after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:

1. Contacts for both technical and management coordination;

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

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

#### ARTICLE 10. ILLICIT CODE WARRANTY

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

#### ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4<sup>3</sup>, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

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<sup>3</sup> See Exhibit 1.

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

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



## Exhibit 1 – Institutional Information

### 1. Protection Level Classification<sup>4</sup>:

☐ Protection Level 1

☒ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

**Explanation:**

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

### 2. Institutional Information data element descriptors:

Select all data types that apply:

A. ☐ Animal Research Data.

B. ☐ Controlled Technical Information (CTI).

C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.

D. ☐ Defense Department: Covered Defense Information (CDI).

E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.

F. ☒ **GDPR personal data.**

G. ☐ GDPR special data.

H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)

I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).

J. ☐ Human Subject Research Data.

1. ☐ Identified.

2. ☐ Anonymized.

K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.

L. ☐ ITAR/EAR-controlled data.

M. ☒ Payment card data (PCI, PCI DSS).

N. ☐ Personally identifiable information – PII.

O. ☐ Student data, whether or not subject to FERPA.

P. ☐ Other: \_\_\_\_\_

Q. ☐ Other: \_\_\_\_\_

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

- R. ☐ Other: \_\_\_\_\_
- S. ☐ Other: \_\_\_\_\_

### 3. Institutional Information Regulation or Contract Requirements:

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

#### Privacy (\* indicates data security requirements are also present)

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

#### Data Security

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

## Exhibit 2

# Supplier's Initial Information Security Plan



# Office Depot, Inc. Statement of Information Security

*The information contained in this document ("Information") is proprietary to Office Depot, Inc. ("Office Depot"). The intent of this statement is to provide our customers with a brief overview of the information security measures implemented to help protect Office Depot information, infrastructure and applications. It does not represent all efforts made by the company to combat risks and reduce potential exposure to security breaches of misuse of information.*

*This information may not be duplicated or reproduced without the express prior written consent of Office Depot. Office Depot makes no representation or warranty as to the completeness or accuracy of Information and disclaims any liability alleged to result from or arise in connection with the disclosure or use of Information.*



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## **EXECUTIVE SUMMARY**

Office Depot, Inc. ("Office Depot") is committed to creating and maintaining the highest standards of data security. To that end, we have a comprehensive approach to information security and risk mitigation. This includes vigorously protecting customer personally identifiable information (PII<sup>1</sup>) and company confidential information. The following represents key components to our Information Security Program which complies with regulatory requirements and industry standards.

This document should not be considered as all-inclusive as some program practices, documentation and evidence are considered confidential and proprietary to our business.

### **I. INFORMATION SECURITY POLICIES**

- Office Depot's global information security policy and standards are consistent with industry best practices, and internationally recognized security standards (e.g., ISO 27002:2013, SANS and NIST) and are designed to conform to the principles outlined in the Payment Card Industry Data Security Standard where applicable.
- The Office Depot Information Security policy is documented and available internally.
- Information security training and policy recertification is required for Office Depot associates annually.

### **II. ORGANIZATION OF INFORMATION SECURITY**

- Office Depot has designated information security staff whose primary responsibility is to manage and enforce information security within the organization. This staff includes a Chief Information Security Officer who governs and leads the Information Security Program.

### **III. HUMAN RESOURCES SECURITY**

- Pre-employment background checks are performed on new associates and contractors, in accordance with applicable local laws and are required prior to any access to Office Depot systems or physical locations.
- Formalized on-boarding and off-boarding processes are in place to timely manage/terminate associate access to Office Depot systems. Office Depot restricts access to computers that contain personal information to only active users and active user accounts.
- Office Depot associates and contractors are required to adhere to the Office Depot Code of Ethical Behavior.
- Associates and contractors are monitored for compliance with the Office Depot global information security policy, and may face disciplinary measures for violating the policy.

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<sup>1</sup> PII includes first initial or name and last name, in combination with an account number and any required security code or password that permits access, email address in combination with a password or security question that permits access to an online account, Social Security Number and state identification.



#### **IV. ASSET MANAGEMENT**

- Office Depot has processes and procedures in place to identify organizational assets and to define appropriate protections for such assets.
- Office Depot has an Information Classification Policy which aligns the handling, storage and destruction of all data, including customer data, based on its sensitivity, classification and any relevant state or federal legal requirements.

#### **V. ACCESS CONTROLS**

- Access to confidential and restricted data is approved on a case-by-case basis according to business need / need to know per our User Account Management Policy.
- Access requests must follow the documented on-boarding process and require direct supervisor's approval.
- Privileged user access is reviewed periodically for necessity and compliance.
- Office Depot maintains a password policy that enforces password history, length, complexity and lockout rules.

#### **VI. CRYPTOGRAPHY**

- Office Depot maintains a key management policy to enforce the confidentiality, integrity and availability of information.
- Office Depot owned associate laptops maintain full disk encryption.
- Office Depot safeguards payment card information according to applicable Payment Card Industry Data Security Standard requirements.
- Office Depot has a data transmission standard which applies to the transmission of any data outside of its' networks, including PII and confidential information.

#### **VII. PHYSICAL AND ENVIRONMENTAL SECURITY**

- Access to Office Depot locations (non-retail) are secured through various physical entry controls, which may vary by location.
- Physical security controls are applied to building area areas that may contain PII or confidential information, which are restricted for general use, and/or are for authorized personnel only through appropriate entry controls.
- General access/entry points are physically secured through various mechanisms to prevent unauthorized access.
- Visitors must be escorted by an Office Depot associate while on Office Depot premises.
- Data center controls are evaluated and audited via the SOC 1 reporting standard.
- Office Depot information assets are managed and tracked.



#### **VIII. OPERATIONS SECURITY**

- Office Depot employs firewalls and other information technology security devices to separate the Office Depot internal network from the Internet and other third-party networks.
- Office Depot maintains a patch management program to ensure all relevant security patches are deployed in a timely manner.
- Office Depot employs current system security agent software, which helps protect against malware, ransom ware and viruses.
- Office Depot has documented operating and change management procedures.
- Office Depot utilizes a defense in depth strategy to protect the network and company assets.
- Office Depot regularly monitors systems for unauthorized use of or access to systems and data.

#### **IX. COMMUNICATIONS SECURITY**

- Office Depot has policies and procedures in place to prevent loss modification or misuse of information exchanged between parties.

#### **X. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE**

- Office Depot has policies and procedures to ensure information security requirements are part of the system development lifecycle.

#### **XI. SUPPLIER RELATIONSHIP**

- Office Depot has policies and procedures to ensure that security controls which specifically address supplier access to the Office Depot information are in place.
- Office Depot suppliers must agree to adhere to Office Depot Supplier Guiding Principles.
- Office Depot requires suppliers to contractually acknowledge and adhere to the Office Depot Vendor Information Security Policy and related standards.

#### **XII. INFORMATION SECURITY INCIDENT MANAGEMENT**

- Office Depot maintains a comprehensive security incident response plan and periodically tests the functionality with internal and executive teams.
- In the event of an incident involving any suspected or confirmed breach of customer information, Office Depot is committed to taking immediate action and initiating appropriate remedial measures to protect the confidentiality and integrity of the information. In the event of such a breach, Office Depot requires documentation of all responsive steps in accordance with its security breach response procedures. Office Depot also requires a post-incident review of the events and any actions taken to change business practices for PII and confidential information.

#### **XIII. BUSINESS CONTINUITY MANAGEMENT**

- Office Depot maintains a comprehensive business continuity and disaster recovery plan / program and tests the plan at regularly scheduled intervals.
- The business continuity plan includes a disaster recovery plan for core systems and backups.





- Office Depot systems and data are backed up on regular intervals. Back up media is stored off-site when appropriate.

#### **XIV. COMPLIANCE**

- Office Depot fully complies with all applicable laws, rules, and regulations pertaining to collection storage, and destruction of PII and confidential information, including compliance with the Payment Card Industry Data Security Standard where required.
- Office Depot maintains a PCI Report of Compliance (ROC) and an Attestation of Compliance (AOC). A copy of the AOC may be requested through the Director of IT Compliance on an annual basis.
- The Office Depot Information Security department is responsible for investigating any issues and incidents regarding protection of PII and confidential information.
- Office Depot maintains a comprehensive global training and awareness program on relevant information security topics and company policies. These policies are reviewed at least annually, or whenever there is a material change in business practices.

#### **XV. THIRD PARTY RELATIONSHIPS**

- Office Depot assesses the risk posture of third-party (external) systems that store, process, or transmit customers' data on these systems.
- Office Depot periodically reviews security certifications and attestations of third-party systems.
- Office Depot implements security controls to address the protection and control of customer's data transmitted to third-party systems from the company's network

#### **XVI. INFORMATION NOT DISCLOSED**

- To protect our customer and ourselves, it is against our company policy to release any information that could compromise the security of the Office Depot environment. Therefore, specific details of the following will not be released under any circumstances:
  - Information security policies, standards, and procedures
  - Business continuity or disaster recovery plans
  - Security incident response plan
  - Network diagrams
  - PCI DSS Report of Compliance
  - Specific configurations (operating system, patch levels, software used, firewall rules, etc.)
  - Names of hardware or software vendors utilized with the Office Depot environment.
  - Encryption management (algorithms used, key length, key exchange, etc.)
  - Vulnerability scanning results
  - Penetration testing results
  - Internal or external audit reports



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## Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

### **SECTION 1 - GENERAL TERMS**

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

### **SECTION 2 - DEFINITIONS**

**Catalog(s)** refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

**eProcurement and eCommerce** are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

**Go Live Date** means the date on which a Catalog will be active.

**Hosted Catalog** means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

**Order** means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

**Order Data** means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

**Punch-out Catalog** means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

**Supplier Mark** means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

**Supplier Site** means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

**UC Mark** means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

**User** means an individual authorized by a UC location to use an eProcurement system.

### **SECTION 3 – RIGHT TO USE**

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

**SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE****(a) e-Procurement System Responsibilities.**

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

**(b) Maintenance of Hosted and Punch-out Catalogs.**

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least thirty (30) days in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files no later than December 1. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. If the price discrepancy is due to UC's failure to timely update an approved Hosted Catalog, Supplier may charge the higher price and UC will work with Supplier to rectify the problem as quickly as possible. Supplier must notify UC when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

## **SECTION 5 – USER SUPPORT**

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

## **SECTION 6 – PROPRIETARY RIGHTS**

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

## **SECTION 7 – MULTIPLE SUPPLIERS**

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

## **SECTION 8 – WARRANTY DISCLAIMER**

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

## **SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES**

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

## **SECTION 10 – ADDITIONAL CONTRACTUAL TERMS**

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement both a hosted and/or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit catalogs as mutually agreed, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Custom Core List may be updated from time to time (to address additions, deletions, substitutions and alternate products) upon notification by Supplier to UC (including via e-mail). These changes may be up to, but no more than quarterly.
  - Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.

Lead time: Supplier must load the Catalog price file into the e-Procurement system twenty (20) working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than thirty (30) days prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: one (1)
- Categories allowed within Catalog: Janitorial Supplies & Equipment
- Categories blocked within Catalog: All others

**RFP-UC Janitorial Supplies & Equipment -Apr242019****001183****University of California**

## 1. Purpose of the RFP

The purpose of this Request for Proposal ("RFP") is to invite qualified suppliers to prepare and submit proposals to furnish Janitorial Supplies and Equipment to the University of California ("UC" or "University") and other public agencies, in accordance with the requirements set forth in this RFP.

Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to Supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.

The UC system represents about \$20MM annually in spend and the resulting contract represents another \$280MM opportunity nation-wide.

## 2. Background

University of California consists of 10 campuses and the Office of the President. Throughout the system we have thousands of buildings maintained by a dedicated staff utilizing Janitorial Supplies and Equipment every day and night. Each campus has unique needs that influence their volume of purchases and delivery requirements but the goal is consistent, well maintained facilities.

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

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

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been



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advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents Exhibit A, B, F, and G.

### 3. Minimum Requirements

- Supplier must be able to demonstrate the capability of providing the required products/services by possessing adequate available resources, including personnel, facilities, systems, organization structure, operation controls, quality control and other related factors.
- Supplier must supply their Dun & Bradstreet number. Finalist will be researched to ensure they meet UC's requirement for financial solvency.
- Supplier must possess all trade, professional, or business licenses as may be required to complete the work and meet the requirements specified by this RFP.
- Supplier must demonstrate successful experience in providing the products and services specified in this RFP as a primary supplier. Suppliers are expected to provide customer contact information for their three largest higher education clients.
- Resulting awardee(s) will be required to participate in a Corporate Social Responsibility assessment through the [EcoVadis](#) monitoring platform. The supplier's acceptance and participation in this assessment includes approval that their company scorecard will be shared with the University of California.

#### **New Equipment Requirements**

- Warranty service shall be performed by Supplier's field service technician or Manufacturer's trained and authorized service representative.

### 4. RFP Timeline, Contract Term and Point of Contact

#### **Schedule of Events**

<b>Anticipated Action</b>	<b>Anticipated Action Date</b>
Release of Electronic RFP	<i>Wednesday July 3<sup>rd</sup>, 2019</i>
Pre-proposal – How to use CalUSource	<i>Monday July 15<sup>th</sup>, 2019 8AM (Pacific Time)</i> <a href="https://ucsd.zoom.us/j/8585349857">https://ucsd.zoom.us/j/8585349857</a> <i>Phone 669-900-6833</i> <i>Meeting ID: 858 534 9857</i>
Intent To Attend Job Walk RSVP  If you do not submit an intent to join the Job Walk by 7/8/19 we cannot guarantee your accommodation due to space limitations and logistics.	<i>Wednesday July 10<sup>th</sup>, 2019 12PM (Pacific Time)</i>
Pre-proposal Conference & Job Walk	<i>Date: Wednesday July 17<sup>th</sup>, 2019</i> <i>Time: 9:00AM – 12:00AM (Pacific Time)</i>

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	Address: <i>131 Innovation Dr., Suite 250 Irvine, CA 92617</i> A link to the building location can be found here: <a href="https://goo.gl/maps/trW7Tb7KgrWm57EM7">https://goo.gl/maps/trW7Tb7KgrWm57EM7</a>
Deadline for Supplier Q&A via Discussion Forum	<i>Monday July 29<sup>th</sup>, 2019, 8:01AM (Pacific Time)</i>
Deadline for RFP Response	<b><i>Friday August 16<sup>th</sup>, 2019, 4PM (Pacific Time)</i></b>

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

### **Contract Term**

The anticipated term of any agreement issued as a result of this RFP will be for an initial period of 7 (seven) years. The University may, at its option, exercise 3 (three) additional one-year extensions for a total of 10 (ten) years on the same terms and conditions.

### **Exhibits**

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

- [UC Required Supplier Information](#)
- [UC Term and Conditions](#)
- [Supplier Bidding Guide for CalUSource](#)
- [UC Invoice Transmission and Payment Settlement Terms](#)
- [UC Sustainability Policy](#)
- [Appendix Federal Government Contracts Special Terms and Conditions](#)
- Campus Delivery Model Matrix
- Schedule I UC Participating Locations
- Cost Bid Worksheet
- Scoring Criteria
- OMNIA Partners Exhibits A-H

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

### **Single Point of Contact**

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

Greg Muller

**RFP-UC Janitorial Supplies & Equipment -Apr242019**  
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**University of California**

Senior Manager, Strategic Sourcing  
University of California  
858-534-9857  
glmuller@ucsd.edu

## 5. Scope of Work

There is a total of ten (10) campuses, five (5) medical centers, and various other affiliated locations in the UC network. See SCHEDULE I for UC participating locations. The UC seeks to partner with a Supplier to provide the goods listed in and associated with the categories reflected in the Cost Bid Worksheet in accordance with this Statement of Work and any other documents referenced in the Incorporated Documents section herein and also included dilution control, green products, industrial paper and dispensers, private label products, carpet care, restroom care, waste receptacles, compactors, liners, machines and accessories, institutional and industrial laundry and kitchen, industrial tools and supplies and all other categories in your full line of products and services. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

Supplier shall provide Janitorial Products and Equipment (Goods) including, but not limited to those items and categories listed in the basket of goods in the Cost Bid Worksheet.

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

- Purchase order number
- Product description, quantity and catalog number of the Product ordered and an open 30-character field for internal identification e.g., UC Storehouse catalog numbers and/or internal customer order numbers; and
- Other information, as may be requested by ordering UC Department.

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

Environmentally Responsible Packaging – Supplier shall use good faith efforts to utilize environmentally responsible packaging and recycling practices to minimize the adverse effects of packaging on the environment.

The University has disallowed the use of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane and expanded plastic foam hybrids) by 2020.

The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

- a. Uses bulk packaging;

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- b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
- c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
- d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the [U.S. Environmental Protection Agency Comprehensive Procurement Guidelines](#);
- e. Uses locally recyclable or certified compostable material.

Receiving Locations – Supplier shall provide inside and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC or participating agencies.

Last Mile Central Receiving: Supplier will provide a financial incentive to locations that can consolidate deliveries at a central location and distribute to end users throughout campus.

Standard Delivery Requirements – Supplier shall deliver all UC orders received by 5:00PM local time the next business day. Supplier shall meet each participating agencies' specific delivery requirements.

All deliveries will be FOB Destination. Delivery charges and risk of loss will be borne by the supplier.

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

Returns – Supplier shall accept goods returned by UC or participating agencies if in resalable condition and if made within thirty (30) days of original shipment. Returns for special order (non-stock) items may result in a 15% restocking fee. Supplier must pick up returns from the ordering department location within three (3) business days.

Credit – Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If service were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Invoicing – All invoices must clearly indicate the following information:

- Sales tax as a separate line item;
- Freight costs, if applicable, as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any applicable discount;
- Reference to original order number for all credit invoices issued;
- Purchasing card information, if applicable

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Catalog – Supplier will provide Supplier’s Catalog electronically at no cost to UC. The Catalog shall integrate into the UC e-commerce platform for each location. Supplier will provide for UC, if requested by UC, real-time secured access to Supplier’s automated system including web-based order management, customized electronic Catalog with UC pricing and contract terms, as defined in the RFP and Supplier’s response. Supplier will provide UC with the necessary network, data lines, and/or computer software at no additional cost to UC.

Training – Supplier will provide reasonable sufficient training to UC’s or participating agencies authorized personnel for any equipment or dispensing systems provided to UC.

Program Management – Supplier will provide the necessary staff and resource to support UC’s program management function as outlined in this Statement of Work and the Supplier’s response to RFP, including but not limited to:

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

Service Standards – Supplier will provide the following minimum service standards:

Normal delivery – next business day, or on the delivery date requested, whichever is later

Rush emergency delivery – within 4 hours

Pick up returns – within 3 business days

Request for reports – new reports within 5 business days, or as scheduled

Order fill rate (stock items) – maintain a minimum order fill rate of 95%, where all stock item orders will be fulfilled either (1) the next business day or (2) on the delivery date requested, whichever is later. Fill rate is calculated as: (# of orders Delivered as requested/# orders requested).

Delivery accuracy – maintain a minimum delivery accuracy of 95%, based on the percent of the entire order being fulfilled correctly.

Invoice Billing Accuracy – maintain an invoice billing accuracy of 99%. Invoice billing accuracy is calculated as: (1-(total number of credit memo line items/total number of invoice line items)) and (1-(total credit dollars issued/total dollars invoiced)).

24-Hour Quote Turnaround – all quotation requests will be acknowledged within 24 hours of request, and provided within 3 business days.

Reporting – Supplier shall provide quarterly reports on all spend for all locations including specifics related to sustainability (breakdown by month, by category, by campus total spend, total system spend, total sustainable spend, % Sustainable spend, Actual vs Goal).

6. Pricing

Suppliers are to provide specific unit pricing, a discount from a verifiable price index, and a suggested market basket for participating members on the Price Workbook. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award.

7. Evaluation Criteria

Evaluation and Award: Best Value Methodology

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

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

Example:

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

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

Right to Cancel/Modify

**RFP-UC Janitorial Supplies & Equipment -Apr242019**  
**001183**  
**University of California**

The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted. The University also reserves the right to request Best and Final Offers (BAFO's) if an awardable proposal is determined.

**Right to Make No Award**

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

**Contract Form**

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

**8. Additional Terms**

**Insurance**

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

**Note:**

Below represents the category wide discount to

CATEGORY	OfficeDepot
Paper	web less 10%
Chemicals	web less 10%
Liners	web less 10%
Equipment & Dispensers	web less 10%
Hand Soaps & Sanitizers	web less 10%
Supplies	web less 10%
Gloves	web less 10%
Other	web less 10%



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

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

**1.1 Requirement**

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

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

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

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

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

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

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

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

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$288 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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

**1.5 Objectives of Cooperative Program**

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

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

**2.0 REPRESENTATIONS AND COVENANTS**

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

**2.1 Corporate Commitment**

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

**2.2 Pricing Commitment**

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

## **OMNIA PARTNERS EXHIBITS**

### **EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

#### **2.3 Sales Commitment**

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

**OMNIA PARTNERS EXHIBITS**  
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**3.0 SUPPLIER RESPONSE**

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

**3.1 Company**

**A. Brief history and description of Supplier.**

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately \$11 Billion, employs 46,000 associates, and serves consumers and businesses in North America and abroad with approximately 1,320 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

**B. Total number and location of sales persons employed by Supplier.**

Office Depot has approximately 1,200 Sales Representatives and Sales Support Team members supporting the contract customers including those that would be covered by the proposed contract. The Public Sector and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our contract Sales Representatives Team.

**C. Number and location of support centers (if applicable) and location of corporate office.**

Office Depot has approximately 60+ sales offices located in the USA at the following locations. There are a few more Sales Representatives who operate from their homes in more remote locations and we do not publish those addresses.

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State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	Boca Raton – Corporate HQ	6600 North Military Trail	33496
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766
HI	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188
IL	Lombard	455 Eisenhower Lane South	60173
IL	Itasca	800 West Bryn Mawr	60143
IN	Clarksville	706 E LEWIS AND CLARK	47129
IN	Indianapolis	3233 N. Post Road	46226
KS	Edwardsville	2401 Midpoint Drive	66111
KY	Louisville	2700 Stanley Gault Parkway	40245
LA	Metairie	6851 Veterans Memorial Blvd.	70003
MA	Billerica	16 Progress Rd.	01821
MD	Columbia	6304 Woodside Court, Suite 6304-A	21046

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

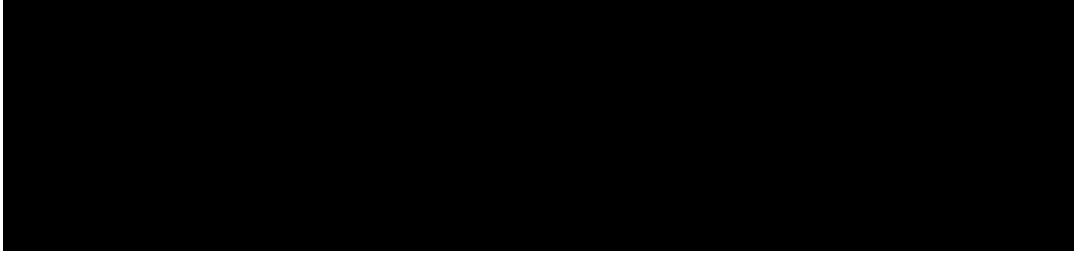
ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Fort Worth	14600 Trinity Boulevard, Suite 300	76155
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320
VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

Corporate Headquarters:  
6600 North Military Trail  
Boca Raton, FL 33496



**OMNIA PARTNERS EXHIBITS**  
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D. Annual sales for the three previous fiscal years.



E. Submit FEIN and Dunn & Bradstreet report.

Office Depot's FEIN is 59-2663954.

We have attached a recent Dun & Bradstreet report in Attachment D.

F. Describe any green or environmental initiatives or policies.

**Green Products**

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions.

Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste



Recycled – contains post-consumer and/or post-industrial recycled materials



Remanufactured – made from quality components of previously used products



Recycling Solutions – designed to make recycling simple and convenient



Designed For Recyclability – easily disassembled by you after use



Helps Avoid Waste – reduces or eliminates material waste and/or chemical use



Leadership Forestry – made with fibre from Forest Stewardship Council (FSC) certified forests or sourcing programs



Responsible Agriculture – source from farms that meet specific leadership standards



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products

## OMNIA PARTNERS EXHIBITS

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Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)



Refills/Refillables – designed for continued use, helping avoid single-use disposables



Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables



Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

#### Save Energy Avoid Emissions



Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products



Renewably Powered – designed to work without relying on an electric connection or disposable batteries



Made With Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy



Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

#### Use Safer Chemicals/Avoid Exposure



Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives



Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products



Biodegradable in Water – safely breaks down in freshwater or marine environments after use

## **OMNIA PARTNERS EXHIBITS**

### **EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

### **Summary of Green Programs**

#### **Greener Purchasing Solutions:**

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003 and an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 eco-conscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices
  - Green Select Cart – a web-based “Green Smart Cart” that helps end-users identify greener alternatives at the point of purchase
  - Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

#### **Greener Operations:**

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

#### **Green Reporting & Communication:**

- Green Business Review – Our quarterly Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer’s need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

### **Detail of Selected Programs**

- *Green Product Assortment:* Office Depot was the first in our industry to introduce a “green” catalog called “The Green Book™” in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- *Green Reporting:* You can’t manage what you don’t measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

## OMNIA PARTNERS EXHIBITS

### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- *TreeUp Program:* Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:
  1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
  2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
  3. The Arbor Day Foundation will either plant trees for \$1 per tree or offset carbon at a rate of \$7 per ton.
  4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.



5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

#### Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2019 version is available as Attachment A on the UC website.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.**

Office Depot provides a wide range of diversity programs for consideration by the Participating Agencies as described in H. immediately following. When selecting products from Tier 2 Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier 1 Diversity Partner there is usually a cost increase based on the discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner. Office Depot does not dictate those increases.

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority-or

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women-owned suppliers and service-disabled veteran suppliers. We appreciate the opportunity to help our Tier 1 diversity partners while assisting UC Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that UC contracts provide Participating Agencies while meeting the diversity needs of the Tier 1 Partners.

In the event a Participating Agency wishes to purchase under the UC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, UC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the UC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the UC contract sell price plus the Tier 1 program fee which shall be negotiated among the Participating Agency, the Tier 1 partner and Office Depot.

**H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.**

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.

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- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- Effectively highlight the products of diverse suppliers in our national full-line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products

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- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

**Vendor Diversity (Tier II)**

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:

- Seeking out diverse suppliers through vendor fairs and tradeshow
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, [www.officedepot.com/business.officedepot.com](http://www.officedepot.com/business.officedepot.com), and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over \$3.5 billion in sales.

**Supplier Diversity**

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier I Sales for 2017 = \$170,819,000
- Total Tier II Sales for 2017 = \$284,000,000

2016:

- Tier I Sales for 2016 = \$220,000,000
- Total Tier II Sales for 2016 = \$312,228,158

2015:

- Tier I Sales for 2015 = \$266 million
- Total Tier II Sales for 2015 = \$ 217 million

## **OMNIA PARTNERS EXHIBITS**

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#### **Tier I Reseller Program**

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
- Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
- Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
- Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating the establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales, and marketing support, etc.) that benefits our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

In the event a Participating Agency wishes to purchase under the UC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, UC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the UC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the UC contract sell price plus the Tier 1 program fee which shall be negotiated among the Participating Agency, the Tier 1 partner and Office Depot.



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**I. Describe how supplier differentiates itself from its competitors.**

Office Depot's unique offerings bring unusual value to Participating Agencies in areas which may be highly important to those Members, providing them opportunities not available from other suppliers. These include:

- Certificates for trees planted or carbon offsets purchased in the Members name which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Member. Office Depot will purchase the trees or carbon offsets and provide the Member the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.2.F.
- In-Store self-printing capability using Members Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most Stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.
- A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.
- All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program
- Other key differentiators include:
- Largest portfolio of products and services in the industry with value-adds:
  - Janitorial & Breakroom Supplies
  - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
  - Print-on-Demand
  - Virtual File Cabinet
  - Brand Identity
  - Managed Print Services
  - Promotional Products
  - National copy and print program for in-store use
  - Furniture
  - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middlemen that add cost to the sale price.

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- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call-Resolution process
- 25 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agencies locations, from the Main Offices to the smallest location, a level of service that exceeds Member expectations.

**J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

**K. Felony Conviction Notice: Indicate if the supplier**

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony;  
or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot is a publicly held corporation and this reporting requirement is not applicable.

**L. Describe any debarment or suspension actions taken against supplier**

Office Depot is not subject to debarment or suspension actions to the best of our knowledge.

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**3.2 Distribution, Logistics**

**A. Describe the full line of products and services offered by supplier.**

With over 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer “modern supplies” and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with UC and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as “voice of educator” with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

**Office Depot – Workspace Facilities (Cleaning and Breakroom)**

As part of the awarded contract, Office Depot is pleased to offer a Workspace Facilities solution to UC/OMNIA Partners.

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete facilities and breakroom needs of your organization and its end users. From breakroom products to core facility cleaning and appearance standards for consistency, you’ll find the solutions from one dependable source. Consolidating to Office Depot provides you with opportunities for overall control of operations and reducing costs that you may not have thought possible.

By allowing Office Depot to manage your facility products and services solutions, you will be able to allocate more resources toward your core business instead of toward maintaining how your business is conducted. Office Depot offers a professional level of product knowledge, technical expertise, and service capabilities within the industry. We have the capability and strategic sourcing to eliminate costs, maximize resources, and delivers overall results. We are your single resource for the latest in facility products to maximize your efficiencies. Our facility products experts will find the right solution for you.

**Approach**



Our facility experts will help uncover and reduce the hidden costs associated with multiple suppliers. Our team of product matter experts will conduct on site assessments to fully understand the current products

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and processes. We then will actively listen to your stakeholders needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate your desires into a cost-effective reality.

#### **The Right Products at the Ready**

Office Depot is one of the very few providers to offer a ready breakroom and cleaning selection that is available for next day delivery. From equipment to food, furniture to upgrade your physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – you can rely on Office Depot for all your cleaning and breakroom needs.

#### **Facilities Solutions:**

Office Depot's Workspace Facilities assortment features quality products for all of your facilities – cleaning, breakroom, and facility supply needs;

- Ensures satisfaction with products from well-known manufacturers in the industry – Kimberly-Clark, Georgia-Pacific, Cascade®, AEP, Betco®, Clorox®, GOJO®, Keurig®, Solo Cup®, Coca-Cola®, etc.;
- Includes Office Depot branded products that provide superior performance and great value across multiple product categories.
- Offers products to help meet your needs, including sustainability with products made from recycled material, that are recyclable, reduce overall use and waste, or that are made from rapidly renewable fiber;

#### **Breakroom Services**

Office Depot can offer a variety of nationwide facility services for beverage station installation, and break/fix your brewer or filtered water system. We have everything you need to streamline the entire procurement process. Our facility experience and expertise can assist your business with a full spectrum of customized solutions.

- Equipment / Coffee Brewers. We provide brewer options for both traditional coffee as well as single cup systems.
- Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.
- Service. We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.
- Breakroom Essentials
- Snacks and Food. Over 300 items ranging from healthy snacks to traditional pick-me ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

#### **Green Solutions:**

Office Depot offers a premier selection of eco-conscious products to help you make a difference in your facility. By understanding your environmental goals, we can help you choose the right products with green attributes.

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- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients
- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more

Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

#### Health Workplace Solutions

Office Depot understands that high morale and a sustainably clean, productive school environment is instrumental to advance student achievement, skill mastery and equal access. Your Office Depot team will help ensure a clean and healthy environment for your students and faculty. Our team of product matter experts will access and customize a program with goals to include:

- Healthy & Safe Schools
- Student Achievement & Teacher Effectiveness
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

#### The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for you – that includes providing everything you need for your facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot® difference.*

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

Office Depot proposes to provide products and services offered to all 50 USA States and to the territory of Puerto Rico.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics
- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital

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- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's GPS Tracking on all deliveries. GPS Tracking Includes:
- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring
- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service. These providers include:

- Kruse
- Priority
- Dunham
- Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

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D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Office Depot owns and operates a nationwide network of 25 Distribution Centers (warehouses) for customer delivery. Our distribution centers have a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are in the following cities across the United States.

Office Depot Distribution Center Locations	
Anchorage DS #557 201 E 6TH Avenue, Anchorage, AK 99501	Fairbanks DS #6466 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217 <sup>th</sup> Street Kent, WA 98032	Juneau DS #6858 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	Chicago (Itasca) DC #6869 800 W Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	Bristol DC #6871 3001 Frost Road Bristol, PA 19007
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	Orlando DC #6876 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	Columbus DC #6877 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	Waipahu DC #96797 94-1489 Moaniani Street Waipahu, HI 96797
Cincinnati DC #1170 4700 Mulhauser Road Hamilton, OH 45011	Hilo DC #6888 280 Maka'ala Street Hilo, HI 96720
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	Lihue DC #6889 3145 Oiahana Street Lihue, HI 96766
Phoenix DC #5101 602 South 63 <sup>rd</sup> Avenue Phoenix, AZ 85043	Kahului DC #6890 80 South Hana Highway Kahului, HI 96732
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	Carolina DC #6891 887 Km 3.0 Barrio San Anton Carolina, PR 00984
Newville DC #5910 950 Centerville Road Newville, PA 17241	



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DC = Distribution Center  
DS = Delivery Store

Corporate Headquarters:  
6600 North Military Trail  
Boca Raton, FL 33496

Office Depot operates more than 1,300 Office Depot and OfficeMax Retail Stores in the USA which will provide Participating Agencies products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase.

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Implementing the new UC/Omnia Partners contract with Office Depot will be fast, easy, and painless.

Office Depot has been the primary office products supplier for the UC and the Southeast Florida Governmental Purchasing Cooperative for over 19 years, and in addition is the current contractor for the UC/Omnia Partners national cooperative. Our partnership with the UC and Omnia Partners has resulted in significant contract growth, with the contract currently being utilized by 1,347 state and local government, K-12, higher education and political subdivision customers. These accounts placed 823,459 orders that we delivered to 19,360 locations in 35 states. Awarding the new contract to Office Depot continues this partnership and will result in a seamless transition as the time consuming & expensive work to implement a new contract will not be required. These customers are already setup in our system with established ordering, delivery and invoicing based on their individual requirements and are fully trained and utilizing our ecommerce platforms.

Office Depot will assign a Project Manager for the new contract implementation. Project plans will outline each stage of implementation including the assessment of the IT integration steps (if necessary), procurement plan, logistical/inventory requirements for each location, & confirmation of service levels for the new contract. Our implementation timetable will be adjusted to accommodate each customers needs during the new contract implementation, however, the timeline required to implement this contract should be very short. Within 2 weeks after award Office Depot will:

- Schedule meetings with key customer decision makers to review current account settings & develop enhancement plans Customization of our standard Implementation work plan (almost all steps have been completed)
- Develop an outreach program to the active buyers for 1,347 accounts to introduce the new contract through the use of e-mails, Webinars, & onsite training sessions. Communications will be approved by & coordinated with the UC and Omnia Partners.
- Provide downloadable information to reinforce training sessions

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- Leverage our national network of dedicated public sector sales specialists to provide direct local implementation support to contract users

Customers will not need to learn new ordering systems & processes and the implementation will be operationally seamless & largely transparent to all current UC/Omnia Partners contract users.

Our expectation is that the new contract can be fully implemented within 30-45 days from notice. Upon award of the contract Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented new tools for Sales reps to access collateral and sales related materials. The new system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract related collateral as well as offers and sales materials.

Sales reps will be made aware of the contract award through corporate announcements, conference calls, e-mail announcements, and Regional sales meetings.

- i. **Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

Office Depot will involve executive leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract.

- ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

Office Depot will begin training and education of the sales force within the first 90 days by utilizing SKYPE meetings, conference calls, regional meetings, and Corporate communications and announcements and our new collateral management system, called Seismic. Seismic will allow training materials to be accessible to all field reps at any time needed, thus furthering the reach of the training materials.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**

Upon award of the contract Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers who are not yet cooperative members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

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The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. Please see our proposed 90 day plan in section viii.

- i. **Creation and distribution of a co-branded press release to trade publications**

Office Depot will create a press release with quotes from **UC/OMNIA Partners** and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement, etc.

- ii. **Announcement, contract details and contact information published on the Supplier's website within first 90 days**

Within 90 days of contract award the contract information and details will be available to you at the business.officedepot.com website.

- iii. **Design, publication and distribution of co-branded marketing materials within first 90 days**

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve reps ability to search, locate and send collateral to new and perspective customers a new system for collateral management has been adopted by Office Depot. Seismic, the new collateral management system, has expanded search capabilities and will allow materials to be sent via e-mail directly from Salesforce – our CRM system.

- iv. **Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**

Office Depot is committed to supporting **UC/OMNIA Partners** at all national events, including the NIGP Annual Forum, NPI Conference, etc., as well as Regional Events including Chapter Meetings, Regional Summits, etc.

Furthermore, Office Depot has already committed to our NIGP Sponsorship and our place at the NIGP Annual Forum in August.

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- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives including support from Marketing and local area sales representatives.

As in the past Office Depot will assist with promotion and marketing efforts for the Forum including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by UC/OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum including panel discussions and planning meetings.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various marketing efforts in conjunction with UC/OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to UC/OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

In 2018 a newly designed collateral piece was designed specifically for rural school districts and co-branded with National IPA. This is but one example of the collateral that will be produced and co-branded with UC/OMNIA Partners to further the contract adoption. Please see the marketing calendar for the first 12 contract months in section viii.

## OMNIA PARTNERS EXHIBITS

### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Office Depot agrees to provide a dedicated UC/OMNIA Partners web-based home page on our website similar to the current page we provide on <http://www.officedepot.com> for the UC homepage. See a draft mock-up following. We will use a logo that you have pre-approved and it will include all of the items listed under viii. above, as requested. Mockup of the proposed UC/OMNIA page on Office Depot's website with all the elements required in paragraph viii above.

1/15/2019 The Cooperative Purchase Network & Office Depot

**Office DEPOT**

**OMNIA PARTNERS**

Office Depot understands the unique needs of your organization and is proud to partner with Region 46 to serve public agencies nationwide.

**Request an Account**  
 About Us  
 Industry Solutions  
 Small and Medium Business  
 Large Business Enterprise  
 Education  
 Government  
 Healthcare  
 Shop Products  
 Technology  
 Office Supplies  
 Cleaning  
 Breakroom  
 Furniture  
 Services and Solutions  
 Green Solutions  
 Interior Services  
 Water Services  
 Tech Services  
 Managed Print Services  
 Coffee Services  
 Shredding Services  
 Print Services  
 Sustainability Programs  
 Supplier Diversity Programs  
 Environmental Programs  
 Office Depot Foundation

**Region 4 ESCO BENEFITS**

- Set specific spending limits for your account
- Ensure quick, efficient order delivery
- Give smaller agencies equal purchasing power
- Help you implement best business practices
- Provide expert advice on choosing the latest tech

**GOVERNMENT & EDUCATION**

As your one-stop resource, we can offer even more savings & convenience on a wide range of products & services, including:

- Office & Educational Supplies
- Copy & Print/ Managed Print Services
- Janitorial & Breakroom Supplies plus much more

**LET'S GET YOU STARTED**

We'll analyze your business needs and design a Custom Solutions Plan that will impact your workplace and your bottom line.

- Essential supplies at competitive prices
- Innovative business solutions
- Environmental sustainability

**GO GREENER**

Office Depot® supports sustainability and offers a selection of products that help you purchase greener products.

Products and Services Include:

- Over 10,000 items with green attributes
- Programs to substitute greener products where available

Provide your information, and we'll contact you to get started.

First Name

Last Name

Phone

Email

Business Name

Zip Code

Number of Employees

Videos

## OMNIA PARTNERS EXHIBITS

### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Mockup of the proposed UC/OMNIA Partners page on Office Depot's website with all the elements required in paragraph viii above.

Office Depot 90 Day Plan Implementation	Week #											
	1	2	3	4	5	6	7	8	9	10	11	12
	WE 5/4/19	WE 5/11/19	WE 5/18/19	WE 5/25/19	WE 6/1/19	WE 6/8/19	WE 6/15/19	WE 6/22/19	WE 6/29/19	WE 7/6/19	WE 7/13/19	WE 7/20/2019
Write and distribute co-branded press release to trade publications, including posting to Seismic (Office Depot collateral platform)												
Update sales presentation to include new terms and benefits of renewed contract												
Training sessions (via Skype) to sales organization; sessions to include executive participation												
Update business.officedepot.com, internal Office Depot SharePoint site and OneDrive locations with new contract information, changes and logo												
Reminder communication for reps to contact Public Sector customers they call upon and review contract												
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets												
Encourage customers in Public Sector to join OMNIA/National IPA or review benefits if not already members during sales calls												
Provide co-branded collateral, and case studies, to ensure customers understand the importance of moving to the new program												
Message from executive leadership to reiterate the importance of the OMNIA/National IPA/Region 4 ESC relationship												
Bulletin Board messages for all existing cooperative customers reminding them of benefits												
Partner with OMNIA/National IPA staff to introduce Office Depot sales team to key existing National IPA customers												
Co-branded marketing piece in publications such as GovPro and City & County												
Quarterly Offers from Vendors to support Region 4 ESC sales efforts	Current Contract				New Contract Launch							
Attendance at NIGP Forum - Booth has been reserved												9/19/20

During contract implementation Office Depot will use this 90-day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with UC/OMNIA Partners.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Office Depot Marketing Calendar	Month of											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	Quarter 1			Quarter2			Quarter 3			Quarter4		
Quarterly Promotions & Offers												
Quarter1												
Quarter2												
Quarter3												
Quarter4												
Product Category Focused Events												
Janitorial K-12 and Higher Ed Virtual Tour												
2019 Back to School Campaigns												
Trade Shows												
NIGP Forum 2019, Austin, TX												
NAEP Annual Meeting, Kansas City, MO												
NAEP Regional Meetings - Fall												
2019 Regional Summits												
New York												
San Diego, CA												
Minnesota												
Atlanta, GA												
Chicago area, IL												
Dallas, TX												

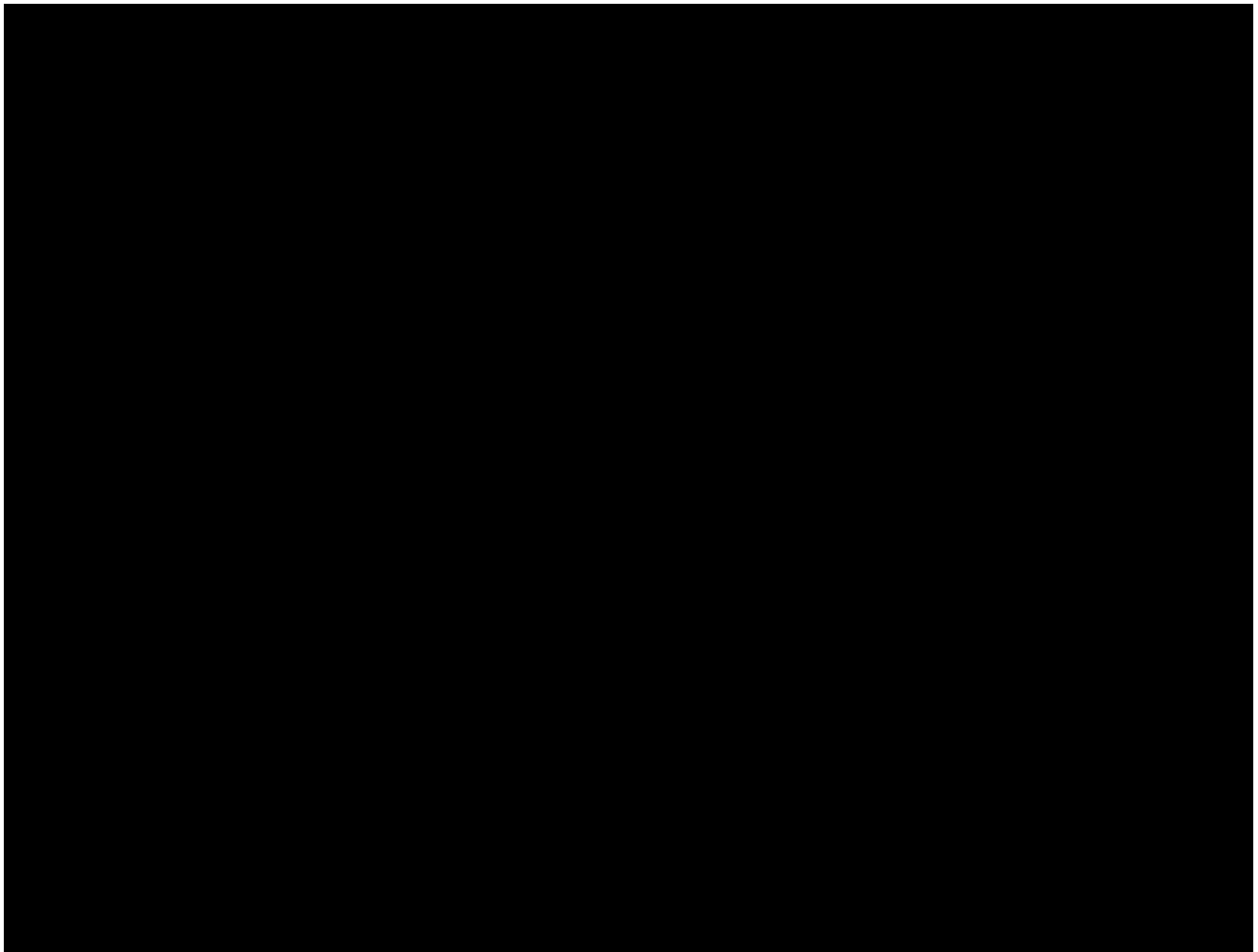
This is the proposed Office Depot Marketing Calendar for the first 12 months of an awarded contract from UC/OMNIA Partners.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment, and procurement initiatives. In developing this portfolio, Office Depot has utilized a limited number of cooperative partners. Today, Office Depot's primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. Office Depot continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.

Below is Office Depot's current National Cooperative portfolio.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**



- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Office Depot agrees to provide its logo(s) to UC/OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the UC/OMNIA Partners logo will only be done with your permission.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- iii. No cost to participate
- iv. Non-exclusive

Office Depot acknowledges and agrees to xi within the terms of our final agreement.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

**Sales Training**

Office Depot's dedicated team of Cooperative Contract National Program Managers will be responsible for the implementation of the UC/OMNIA Partners Contract. This dedicated team of seven (7) people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the UC/OMNIA Partners office supplies program. Training will include webinars highlighting the details of the program and positioning of the UC/OMNIA Partners office supplies offer. Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts

## OMNIA PARTNERS EXHIBITS

### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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#### Executive Support

Wayne Lajoie

- Vice President, CBFS
- (561) 438-4800 | [wayne.lajoie@officedepot.com](mailto:wayne.lajoie@officedepot.com)

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#### Marketing

Sharon Bobowski

- Senior Manager - Marketing
- (561) 438-4421 | [sharon.bobowski@officedepot.com](mailto:sharon.bobowski@officedepot.com)

Carla Fulmore

- Marketing Manager
- (561) 438-4904 | [Carla.fulmore@officedepot.com](mailto:Carla.fulmore@officedepot.com)

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#### Sales Team – National Sales Support

Jennifer Jimenez

- National Program Manager, Public Sector
- (408) 603-9011 | [Jennifer.jimenez@officedepot.com](mailto:Jennifer.jimenez@officedepot.com)

Sharalyn Sowers

- Director, Workplace Solutions
- (714) 334.2031 | [sharalyn.sowers@officedepot.com](mailto:sharalyn.sowers@officedepot.com)

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#### Sales Support

Patricia Ortiz

- Service Consultant
- (408) 315-4843 | [patricia.ortiz@officedepot.com](mailto:patricia.ortiz@officedepot.com)

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#### Financial Reporting

Alfredo Rodriguez

- Senior Rebate / Financial Analyst
- (561) 438-4414 | [alfredo.rodriguez@officedepot.com](mailto:alfredo.rodriguez@officedepot.com)

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#### Accounts Payable

Accounts Payable Team

## OMNIA PARTNERS EXHIBITS

### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- Hours of Operation: 8 am – 5 pm Eastern
- Location: Office Depot Corporate Headquarters
- (844) 259-9131

#### Contracts & Contract Compliance

Jean P. Davis

- Sr. Consultant Sales Contract BSD, Pricing Compliance
- (443) 889-7670 | [jean.davis@officedepot.com](mailto:jean.davis@officedepot.com)

#### H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDM's) and Strategic Account Managers (SAM's) available to give your business the personal attention it needs.

Furthermore, as an Office Depot BSD customer, we will assign a Strategic Business Development Manager to help you develop strategic business solutions. He or she will work to understand your business needs and craft effective solutions to help reach your goals. The extra benefits that come from doing business with us are why many companies choose Office Depot. Just consider what we have to offer you.

#### Field Account Management Team

We have approximately 1,200 Sales Representatives to help design an office supply-buying program to meet your business requirements. This is better than any other supplier who can help provide local support for your corporate initiatives and mold the design of an office supply-buying program to meet your business requirements. In addition, we have over 1,300 Customer Service Representatives, 50+ sales offices and 25 distribution warehouses/delivery stores nationwide to support our national account program.

#### Onsite Field Support and Education

We will provide each office with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Member locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third-party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The Office Depot Executive in charge of this program is:

Wayne Lajoie

Vice President, CBFS

6600 North Military Trail

Boca Raton, FL 33496-2434

Telephone: 561-438-4800

Email: [wayne.lajoie@officedepot.com](mailto:wayne.lajoie@officedepot.com)

FAX: 800-593-8830

**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Office Depot has a loyal, long-standing cooperative public agency base of more than 13,500 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the UC/OMNIA Partners and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal Office Depot customers
- Extensive K-12 knowledge and large customer base
- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the UC contract, the value Office Depot provides and our commitment to public sector:

- E-mail
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- DemoFlick video - An infographic style video

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our UC/OMNIA Partners/Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team - goes to market focused specifically on the public sector
- Pricing Group – insures that items reflect contract pricing at all times
- Contract Compliance Team - ensures that all bidding and pricing practices are in compliance and uphold the UC/OMNIA Partners/Office Depot partnership agreement
- Legal Team - provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – is dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – is committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization - provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments - provide efficient reporting and billing solutions to meet the evolving needs of our UC/OMNIA Partners Participating Agencies
- Customer Service Organization - understands the nuances of large contracts and works to provide participating agencies with top notch customer service
- Delivery Network - provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization - is committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As Office Depot does not publicly report account-specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and UC/OMNIA partners have developed a significant partnership, we will continue to provide agency reporting as required.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process... order entry, on-time delivery, order accuracy, uniform prices/billing, payment processing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every Office Depot facility uses the same WMS program and AOPS order entry system, UC/OMNIA Partners pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity:* Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent products:* Each of Office Depot's 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure E-Commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Participating Agencies but for their users, too.

Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

## **OMNIA PARTNERS EXHIBITS**

### **EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

#### Excellent Management Tools Available:

- Bulletin Board – to communicate program information and post your logo
- Dashboard – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management ‘super users’ have the ability to change personal profiles, ship-to’s, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you ‘click’ your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

#### Easy to Use:

- Shopping Lists – create Corporate wide ‘best value’ lists and Personal items lists
- Real Time Inventory – make informed choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality
- Many Categories – Huge Selection:
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers
- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationary, or pull from your private warehoused items we have already created

#### Approval Routing

By selecting the available “email confirmation” option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users’ personal spending permissions forwarded to

## **OMNIA PARTNERS EXHIBITS**

### **EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to "Express Approve" (release) orders directly from the email notification page. Approvers may also assign "Proxy" users to release orders in their absence.

#### Restrictions

The Office Depot electronic ordering platform may be programmed to set dollar limits and product limitations by:

- Account (child and parent)
- Ship to location
- Purchase order numbers
- Cost center/Dept.
- Individual User (dollar limits only)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items ( i.e., HP LaserJet 8100 #747-474)
- Set Item limitation (i.e., item not to exceed \$150)
- Set Line Item Limitation (i.e., line item not to exceed \$500)
- Set Order Value Limitation (i.e., order not to exceed \$1,000)

If users attempt to place an order for restricted products, they will receive a "restricted item" message instructing them to contact Purchasing to order that item. If users attempt to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, Participating Agencies can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

#### User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

**Super User Account Management Capabilities:** This option allows pre-appointed Participating Agencies Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-Tos
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user



## **OMNIA PARTNERS EXHIBITS**

### **EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit
- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-tos
- Eligible and Default Department Number
- Eligible and Default Purchase Order (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following available features may benefit Participating Agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.
- Private Brand Cart, like the Best Value Smart Cart, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.
- Green Cart works in a similar fashion as the other Smart Carts but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Participating Agencies may select to have only one or any combination of all three Smart Carts loaded to their account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional Office Depot services that can result in cost savings

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- Features real-time video overview of account activity and data export capability
- The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control we do not experience billing issues that were common with national agreement in years past. At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agencies locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by UC/OMNIA Partners.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

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

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

Office Depot has demonstrated over the years we have been partnering with UC/Omnia Partners that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers’ budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We would consider discussing this with you if you believe it is necessary.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

**Quarterly Rebate:** Contractor shall pay UC a rebate equal to two percent (2%) of UC Spend per Contract Quarter, solely in the category of Janitorial. This rebate shall be paid to the UC within sixty (60) days of the end of each Contract Quarter. The products within the category of Janitorial are to be determined by Contractor in its sole discretion.

**SINGLE POINT/LAST MILE OF DELIVERY REBATE.** Contractor shall pay UC a four percent (4%) Single Point of Delivery

Rebate for the five (5) Campuses identified below. This rebate shall be paid to the UC within sixty (60) days of the end of each Contract Quarter.

UC Riverside

UC Merced

UCSF

UCSF Health

UC San Diego

Office Depot agrees to review and negotiate to a mutual agreement the delivery requirements of Participating Entities under the resulting contract.

Additional Core items. Office Depot agrees to review the core list and make updates or additions to core product selection as necessary to meet the needs of UC and Participating Entities under the resulting contract.

Unfortunately, Ecolab was unable to provide Office Depot pricing for the chemicals that were on the bid due to the current relationship they have with the Incumbent. As you are aware, Ecolab sets the price for their product. Office Depot will be able to honor the pricing that is set and we will be able to continue to offer no cost dispensers and installation.



**Office Depot, Inc. Clarifications/Exceptions to  
RFP-UC Janitorial Supplies & Equipment - Apr242019 001183  
University of California**

Office Depot believes that the below present a very minor departure from the RFP and are not cause for Office Depot's bid response to be found non-responsive. If for any reason you find any of the below to be a material departure from the RFP, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

<b>Page</b>	<b>Clarification</b>
5	<p>Standard Delivery Requirements – Supplier shall deliver all UC orders received by 5:00PM local time the next business day. Supplier shall meet each participating agencies' specific delivery requirements.</p> <p>Office Depot clarifies in stock orders placed by website and phone by 5:00 pm and fax by 3:00 pm local time will be delivered next business day.</p> <p>All deliveries will be FOB Destination. Delivery charges and risk of loss will be borne by the supplier.</p> <p>Office Depot shall institute a Seventy Five Dollar (\$75.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</p>
5	<p>Rush Delivery Requirements – Supplier shall deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush emergency delivery orders for same day delivery must be requested by UC prior to 1:00PM Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00PM Pacific Time.</p> <p>Office Depot will provide in store pick up for rush orders and make a good faith effort to arrange same day rush deliveries if not available in store.</p>
5	<p>Returns – Supplier shall accept goods returned by UC or participating agencies if in resalable condition and if made within thirty (30) days of original shipment. Returns for special order (non-stock) items may result in a 15% restocking fee. Supplier must pick up returns from the ordering department location within three (3) business days.</p> <p>Office Depot clarifies that special orders are not returnable.</p>
6	<p>Service Standards – Office Depot clarifies: In stock products will be delivered next business day to UC. Participant delivery may vary based on location.</p>
7	<p>6. Pricing</p> <p>Suppliers are to provide specific unit pricing, a discount from a verifiable price index, and a suggested market basket for participating members on the Price Workbook. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award.</p> <p>Office Depot doesn't offer pricing based on price indices. Any price escalations passed along to UC will be with documentation of manufacturer increases.</p> <p>Office Depot takes exception to "include all charges" (see page 5 Standard Delivery Requirements above). Office Depot shall institute a Seventy Five Dollar (\$75.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders</p>



	and/or rush deliveries.
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Page	Clarification
3	<p>1.4 Award Basis. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree.</p> <p>It is not Office Depot's intention to customize individual Participation Agreements.</p>
4	<p>1.5 Objectives of Cooperative Program.</p> <p>B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide</p> <p>Office Depot strikes all references to 'primary go to market strategy'.</p>
4	<p><b>2.1 Corporate Commitment</b></p> <p>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, (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency.</p> <p>Office Depot strikes 'primary go to market strategy' and (3) 'including any existing customers,'</p> <p>(4) Office Depot agrees to the terms and conditions as clarified in the RFP response, red-lined sample agreement and in this Letter of Clarifications/Exceptions.</p>
4	<p><b>2.2 Pricing Commitment</b></p> <p>Office Depot strikes this section.</p> <p>Office Depot offers competitive pricing to each customer based on several factors, including Office Depot's total delivered cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits such customer's needs.</p>
5	<p><b>2.3 Sales Commitment</b></p> <p>Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. <del>Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</del></p> <p>Office Depot takes exception to 'primary go to market strategy'.</p> <p>Office Depot strikes the last sentence.</p>
6	<p><b>3.3 Marketing and Sales</b></p> <p>A. and B. the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, the Master Agreement will be promoted to all Public Agencies, including any existing customers</p> <p>Office Depot takes exception to 'primary go to market strategy' and 'existing Public Agency customers of Suppliers'.</p>
7	<p>C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.</p> <p>Office Depot takes exception. Office Depot will offer the cooperative or program that best suits the individual customers' needs.</p>

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7	<p>E. At a minimum, the Supplier's sales initiatives should communicate:</p> <p>ii. Best government pricing</p> <p>Office Depot strikes. Office Depot offers competitive pricing to each customer based on several factors, including Office Depot's total delivered cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because Office Depot customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, we are unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU-level. However, Office Depot is committed to providing each customer the best valued program that suits such customer's needs.</p>
8	<p>K. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.</p> <p>Office Depot will provide the three references as requested on page 2 of the SOW.</p>
8	<p>M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").</p> <p>Office Depot is not offering "Guaranteed Contract Sales" under this RFP.</p>
8	<p>N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.</p> <p>Office Depot strikes this section in its entirety and clarifies: In the event that Public Agencies issue their own solicitation, Office Depot will respond with an appropriate proposal to best secure the award of the solicitation.</p>

UC Terms and Conditions (attached) have been reviewed and red-lined to be consistent with the UC existing office supply agreement.

Appendix Federally Funded document. FAR requirements that we can agree to are noted in the UC Terms and Conditions.

Omnia Partners Sample Agreement (attached) has been reviewed and red-lined to be consistent with our existing Agreement.