

**University of California, Office of the President (UC)**

**Contract # 2019.001934**

*for*

UC Temporary Labor Services (Non IT Temp)

*with*

**SoftHQ, Inc.**

Effective: January 1, 2020

The following documents comprise the executed contract between the UC and SoftHQ, Inc., effective January 1, 2020:

- I. Purchasing Agreement #2019.001934
- II. Supplier's Response to the RFP, incorporated by reference



# UNIVERSITY OF CALIFORNIA

## Amendment to Agreement

This Amendment #1 to Agreement #2019.001934 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

### AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

#### Section 1, Statement of Work, is revised to add the following:

##### 1. Statement of Work

January 1, 2020, The Regents of the University of California (also known as a "Principle Procurement Agency" in material provided by OMNIA Partners) and Contractor partnered with OMNIA Partners to offer the Contract (also known as a "Master Agreement" in material distributed by OMNIA Partners) on a national basis to public agencies who register with OMNIA Partners.

Supplier agrees to extend Goods and/or Services to 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") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating public agencies will be addressed, administered, and resolved by each participating public agency.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of January 1, 2020.

**SOFTHQ, INC.**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By:



*Amanda Marks*

Name:

Kranti Ponnamm

Amanda Marks

Title:

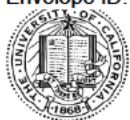
President

Associate Director

Date:

03/02/2020

March 3, 2020



# UNIVERSITY OF CALIFORNIA

## Purchasing Agreement # 2019.001934

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below, SoftHQ, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

### 1. Statement of Work

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

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

### 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **January 1, 2020** and through **December 31, 2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **2** successive 1-year periods (each, a Renewal Term), by providing Supplier with at least **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 **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **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

Refer to Statement of Work or Purchase Order for Pricing.

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

### 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may





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be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

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

<b>Name</b>	Matthew Linzer
<b>Phone</b>	510-987-9680
<b>Email</b>	Matthew.Linzer@ucop.edu
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

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

<b>Name</b>	Hillary Kalay
<b>Phone</b>	510-987-0355
<b>Email</b>	Hillary.Kalay@ucop.edu
<b>Address</b>	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

<b>Name</b>	Amanda Marks
<b>Phone</b>	510-587-6093
<b>Email</b>	Amanda.Marks@ucop.edu
<b>Address</b>	10280 S. Torrey Pines Road, Suite 415
	La Jolla, CA 92037

To Supplier:

<b>Name</b>	Contracts Department
<b>Phone</b>	858-295-4422
<b>Email</b>	contracts@softhq.com
<b>Address</b>	

## 6. Intellectual Property, Copyright and Patents

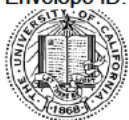
☐ The Goods and/or Services involve Work Made for Hire

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

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

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

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

**8. Prevailing Wages**

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

**9. Fair Wage/Fair Work**

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

**10. 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 – SoftHQ, Inc.

**12. 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.

**13. Amendments to UC Terms and Conditions of Purchase**

The UC Terms and Conditions of Purchase, dated 8/6/2019 are hereby amended as follows:

The following articles are not applicable for the requested services under this Agreement: Article 7.A, Article 7.B, Article 13, Article 17, and Article 26

**14. 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. Statement of Work – Attachment A
- b. Pricing – Attachment B
- c. Program Requirements – Attachment C
- d. UC Terms and Conditions of Purchase, dated 8/6/2019



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- e. UC Appendix – Data Security, dated 8/12/2019
- f. UC Appendix - Business Associate (HIPAA), dated 8/2/2019

## **16. Entire Agreement**

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

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

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**Justin Sullivan**

C51AF9F2384C40B...

(Signature)

Justin Sullivan, Director, Strategic Sourcing

**1/6/2020**

(Date)

**SOFTHQ, INC.**

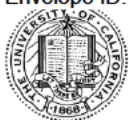
(Signature)

**Kranti Ponnamm / President**

(Printed Name, Title)

**12/30/2019**

(Date)



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**ATTACHMENT A TO PURCHASING AGREEMENT # \_\_\_\_\_**

**SAMPLE STATEMENT OF WORK**

**Example order form to retain Non IT Temporary Labor Services.**

**Does not replace UC Location Purchase Order. UC Locations can and may use location specific statements of work and/or purchase order forms.**

This Statement of Work # \_\_ ("SOW") is issued pursuant to Purchasing Agreement # \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ between UC and Supplier ("Agreement").

**Supplier Name:**  
**UC Agreement#**

**Supplier Customer Service Contact:**  
Dedicated toll-free number(s) or online access for UC Order Placement for Non IT Temporary Labor Services.

**Name:**  
**Title:**  
**Phone:**  
**Email:**

**Position Title:**

**Position Short Description:**

**UC Supervisor Contact Person for Reporting and Notification Purposes:**

**Name:**  
**Title:**  
**Phone:**  
**Email:**

**Recruitment Team:**

**Duration of Assignment:**

**Desired Start Date:**

**Duration of Work:**

**Work Schedule (days and hours of work):**

**Location of Temp Assignment (address, building, suite or room#):**

**Dress Code:**

**Reason Temp Needed (i.e. LOA, recruiting for open position, etc.):**

**Hourly Rate:**

**Terms of Payment:**

**Address to send invoices:**



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**Identifying information to include on invoices:**

Agreed to by University and Supplier (changes to basic terms and conditions require the signature of an authorized representative.

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

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**SOFTHQ, INC.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



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**ATTACHMENT B – PRICING**

**[See attached]**

**“SoftHQ\_UC Temporary Staffing Pricing Template\_UC Systemwide.xlsx”**



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## **PROGRAM REQUIREMENTS – ATTACHMENT C**

The following are specific Service Requirements for the UNIVERSITY of California's Program for Non IT Temporary Labor Services.

### **Program Requirements**

"Temporary Staff" means any individual provided by SUPPLIER to UNIVERSITY under the Agreement.

**No Fee Conversion:** UNIVERSITY reserves the right to convert Temporary Staff to a direct hire at any time during the assignment at no additional cost to UNIVERSITY.

**Payment Discounts:** Prompt payment discounts shall be a 2% cash discount for payment net 10 days.

**No Premium Rates (Overtime):** Unless pre-approved by UNIVERSITY, SUPPLIER's services will be billed hourly or on a per shift basis of either eight (8), ten (10) or twelve (12) hours as specified in the Statement of Work. Overtime work must have prior approval. There will be no reimbursement for out-of-pocket expenses.

No payment will be made in advance of work performed.

Rates for the services provided in the Agreement shall be firm for the period specified in the Agreement. If the UNIVERSITY extends the contract, SUPPLIER may request a change in billing rates at the end of contract time period by submitting a written request with supporting justification to the UNIVERSITY. If the UNIVERSITY concurs with the request, an amendment will be issued.

The SUPPLIER initial mark-up rate will not be exceeded during the term of the Agreement.

Checks shall be made payable to "The Regents of the UNIVERSITY of California" and mailed to the UNIVERSITY address as specified by the Agreement. SUPPLIER shall make reference to department name and Agreement number on all checks. Periodic Statement Requirement: SUPPLIER shall send periodic statements listing all rebates, credits, or incentives earned, used or on account for the UNIVERSITY. Statements shall include department name and purchase order number, etc. Statements should be mailed to the UNIVERSITY address as specified on the order.

### **SPECIFIC TERMS AND CONDITIONS**

#### **A. Qualified Personnel**

SUPPLIER shall provide, on an as-needed basis determined by the UNIVERSITY, qualified, trained temporary staffing personnel. Receipt of award does not guarantee that UNIVERSITY will request any temporary staffing services during the period of the Agreement. UNIVERSITY reserves the right to assess and select the best-qualified temporary workers for each individual project from any one of the qualified services providers. A comprehensive resume shall be required for each candidate submitted by SUPPLIER for consideration. References and previous employers listed on resumes may be contacted by UNIVERSITY as well as possible candidate background checks. UNIVERSITY agrees to be responsible for 1) any breach of its obligations for maintaining any personal information of the temporary employees in compliance with laws, statutes or regulations governing personal data and 2) any claims that arise that are related to its maintaining, handling or storing of such personal information of the temporary employees. UNIVERSITY reserves the right to reject any





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temporary staffing candidate proposed by **SUPPLIER**. Project work will be scheduled with a minimum of inconvenience to **UNIVERSITY** and conducted on-site during regular **UNIVERSITY** hours.

**B. Immigration & Naturalization Services Compliance**

All temporary staffing personnel employed by **SUPPLIER** shall be US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act (INA), according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the **SUPPLIER'S** responsibility to verify legal alien's compliance to all current laws and regulations of the United States and state of California as they pertain to alien status and employment eligibility.

**C. Guarantee of Appropriate Interview and Placement Standards**

**SUPPLIER** will ensure the quality of their Interview and Placement Standards. The **UNIVERSITY** of California will not permit any of the following to occur:

1. Other individuals speaking for Candidates during live interviews.
2. Other individuals speaking for Candidates during taped interviews.
3. Replacement of Candidates with other Candidates after the Interview and Screening process has occurred and a Job Offer has been made.
4. Substitution of the Skill Sets of Candidates.
5. Falsification of information related to any Candidate.

If any of the Candidates have been falsely presented, represented, or put forth, The **UNIVERSITY** of California will review the situation which may result in the Termination of the Agreement.

**D. Background Checks**

**SUPPLIER** will arrange for background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

**SUPPLIER** warrants that Temporary Staff will have had a full background check initiated by **SUPPLIER** and that the Temporary Staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary Staff, to discharge their responsibilities according to the highest ethical standards. In addition, Temporary Staff will have a full background check to discharge their responsibilities in regards to patient and financial data and the systems that process such information. Background checks will include, but are not limited to, reference checks and criminal checks.

All felony and misdemeanor convictions (except marijuana related offenses greater than two years old) must be reported to **UNIVERSITY** and may result in the Temporary Staff being prohibited from performing work at **UNIVERSITY**. Acceptable background screening will consist of the last seven years residence and employment verification. The background screen will also include a criminal conviction records investigation conducted by any third-party agencies that adheres to the California Investigative Consumer Reporting Agencies Act. A criminal convictions records investigation will consist of a records search (documented by a written report retained by **SUPPLIER**) by the appropriate law enforcement or other local or state agency in each location in which the Temporary Staff has resided and worked in during at least seven years preceding the date of the criminal conviction records investigation. **UNIVERSITY** may require persons, before entering **UNIVERSITY** premises, to





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complete a criminal convictions questionnaire. In the event that **UNIVERSITY** has grounds to believe that a Temporary Staff falsified his or her criminal convictions questionnaire in any way, such person will not perform any work for **UNIVERSITY** or enter onto **UNIVERSITY** premises. **UNIVERSITY** reserves the right, at its discretion, to request from **SUPPLIER** documentation of the completion of a criminal conviction records investigation for any Temporary Staff assigned to work on **UNIVERSITY** premises. **SUPPLIER's** failure to have completed a criminal convictions investigation of any of its Temporary Staff in accordance with this clause will be grounds for immediate expulsion of the Temporary Staff and **UNIVERSITY** will have the right to terminate the Agreement both with respect to the Temporary Staff and **SUPPLIER**.

### E. Duration of Assignments

The length of temporary assignments will vary. **SUPPLIER's** personnel may be required to sign confidentiality agreements depending on the nature of the access privilege granted. At the conclusion and/or termination of the assignment, the **SUPPLIER** employee shall return all property (such as keys, etc.) to the requesting **UNIVERSITY** department prior to departing.

### F. Right of Severance and Termination

**UNIVERSITY** shall have the right to request removal of any specific **SUPPLIER** temporary worker for the following:

- If the worker is deemed by **UNIVERSITY** to be incompetent or negligent based on worker's inability to execute the required project deliverables.
- For failure to adhere to **UNIVERSITY'S** standards, data protection policy or application development methodology.
- For worker misconduct.

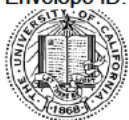
### G. Right to Dismiss

If, in the sole discretion of the **UNIVERSITY's** requester, the **SUPPLIER** personnel is deemed incompetent or negligent (based on the individual's inability to perform the assigned task or engagement in misconduct) the **UNIVERSITY** will require the personnel to leave the premises and the department will immediately inform the **SUPPLIER** of its action.

The **SUPPLIER** hereby agrees that the **UNIVERSITY** shall not be liable for any damage or cause of action arising out of the dismissal of **SUPPLIER** personnel to the extent **SUPPLIER** violated applicable law and hereby agrees to indemnify, defend and hold harmless the **UNIVERSITY** for such cause of action or damage brought by the **SUPPLIER** personnel against the **UNIVERSITY**, which would arise out of such dismissal.

**SUPPLIER** personnel deemed unsatisfactory due to performance will be excluded from future assignments to the **UNIVERSITY** based on but not limited to:

- Failure to demonstrate skills sufficient to perform duties assigned.
- Employee's noncompliance with the **UNIVERSITY's** policies and/or procedures or other unprofessional conduct.
- Negative results on appropriate background checks.



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### H. Quality of Service Standards and Service Guaranty

Upon notification of unsatisfactory performance of a Candidate, a replacement will be provided and the charges for the initial Candidate will be removed from the UNIVERSITY's Account.

Credits for unsatisfactory performance of a Candidate will be a minimum of forty (40) hours or five (5) business days.

The minimum Quality of Service Standards set forth above recognize that occasional errors are likely, however, the SUPPLIER further agrees to use Best Efforts to achieve a 100% Quality of Service Level.

Should the Quality Levels fall below the Minimum Standards and the SUPPLIER does not take corrective action within fourteen (14) days following UNIVERSITY of California notification, the UNIVERSITY reserves the right to terminate the Agreement.

### I. SUPPLIER Response Time

Orders/releases for personnel services will be initiated by UNIVERSITY requesters. Requests will be made as much in advance of the required start date as possible. Typically, requests will be made at least 48-72 hours in advance of need.

All information regarding reporting time and scope of assignment will be provided at the time of the initial call.

The SUPPLIER is required to decline request(s), or propose personnel, subject to the availability of qualified personnel, within 24 hours after receipt of the initial call.

### J. Payments on Termination

If the UNIVERSITY elects to terminate any temporary worker furnished by SUPPLIER for any reason, the UNIVERSITY shall be responsible for payment of actual work hours performed by SUPPLIER worker or a minimum of four (4) hours, whichever is greater.

### K. Worker Availability

SUPPLIER furnished temporary workers shall be available between the hours of 8:00 AM and 5:00 PM, with an hour lunch break, with the possibility of work hour modifications for specially arranged circumstances. Workdays are typically eight (8) hours plus one hour for a meal break.

### L. Work Week

A Work Week is generally forty (40) hours in length from Sunday midnight till the following Sunday midnight. UNIVERSITY will not pay premium rates for work beyond forty (40) hours in a Work Week.

### M. UNIVERSITY Holidays

SUPPLIER furnished Temporary Staff will generally adhere to University's holiday schedule as referenced at <https://www.ucop.edu/local-human-resources/op-life/holiday-calendar.html>.

### N. Parking at UNIVERSITY

The UNIVERSITY is not responsible for parking arrangements and parking fees for any temporary worker SUPPLIER may furnish under this order.



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### O. Vehicles

**SUPPLIER** temporary workers shall be required to use **SUPPLIER** owned vehicles or their own vehicles to reach job site locations of the **UNIVERSITY**. **SUPPLIER** temporary workers shall not operate **UNIVERSITY**-owned vehicles.

### P. CAL-OSHA

**SUPPLIER** temporary workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment

### Q. ID Badges

**SUPPLIER** temporary workers may be required to wear **UNIVERSITY** furnished ID badges dependent upon their project assignment and work location.

### R. SUPPLIER Training

The **SUPPLIER** shall be responsible for its own on-going employee-training program to keep **SUPPLIER** temporary workers abreast of industry standards and developments.

### S. Key Performance Indicators

The Key Performance Indicators (KPI's) are monitored through presentations in the Quarterly Business Reviews and the required activity reporting. The required Key Performance Indicators are:

- |  |                                |
|--|--------------------------------|
| 1. On-Time Reporting (by UC Location and System):                | 99%                            |
| 2. Response to Initial Order:                                    | within 4 Hours                 |
| 3. Placement of Short-Term Positions (Six (6) Months and Under): | within One (1) Business Day    |
| 4. Placement of Long-Term Positions (Over Six (6) Months):       | within Three (3) Business Days |
| 5. RUSH Placements:  | within the Same Business Day   |
| 6. Customer Service Satisfaction:                                | 99%                            |
| 7. Request for Reports:  | within Five (5) Business Days  |
| 8. Placement Accuracy:   | 100%                           |
| 9. Invoice/Billing Accuracy:                                     | 99%                            |

### T. Subcontracting

**SUPPLIER** may subcontract out to other suppliers but must provide the **UNIVERSITY** with the following:

1. The name(s) of the originating firm(s) from which the Candidate is provided.
2. The method utilized to compensate the Candidate, showing compensation originates from the awarded supplier(s)'s organization.

The subcontracted Candidate must meet all of the qualifications as if they were provided by the awarded Supplier.



# 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.

### ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. 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 and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR 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.



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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

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

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, 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 Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



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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. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

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

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



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1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
  2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
  3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
  4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. 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 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.





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### ARTICLE 9 – INSURANCE

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

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
  1. Each Occurrence \$ 1,000,000
  2. Products/Completed Operations Aggregate \$ 2,000,000
  3. Personal and Advertising Injury \$ 1,000,000
  4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. 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.

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>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- 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





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of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

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

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

### ARTICLE 11 – FEDERAL FUNDS

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

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
  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 52.222-41, Service Contract Labor Standards;
  13. FAR 52.222-50, Combating Trafficking in Persons;
  14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
  15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
  16. FAR 52.222-54, Employment Eligibility Verification;
  17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  19. FAR 52.224-3, Privacy Training;
  20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
  21. FAR 52.233-1, Disputes; and
  22. 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 13 – LIENS

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



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### ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

### ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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

### ARTICLE 16 – COOPERATION

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

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

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

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



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- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

### ARTICLE 18 – CONFLICT OF INTEREST

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

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

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

### ARTICLE 19 – AUDIT REQUIREMENTS

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

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



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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 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.



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### 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).
- 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 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

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

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
  1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
  2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
  3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



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- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
  2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

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

### ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

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

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

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

### ARTICLE 25 – FAIR WAGE/FAIR WORK

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



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Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

### ARTICLE 26 – MEDICAL DEVICES

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

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

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

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

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





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

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

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

### **ARTICLE 27 – FORCE MAJEURE**

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

### **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

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

### **ARTICLE 29 – NO THIRD-PARTY RIGHTS**

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

### **ARTICLE 30 – OTHER APPLICABLE LAWS**

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

### **ARTICLE 31 – NOTICES**

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

### **ARTICLE 32 – SEVERABILITY**

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

### **ARTICLE 33 – WAIVER**

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

### **ARTICLE 34 – AMENDMENTS**

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. 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 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 37 – SUPPLIER TERMS**

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

### **ARTICLE 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; LIABILITY FOR UC-FURNISHED PROPERTY; 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 to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

## ARTICLE 2. DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
  1. When Major Changes happen.
  2. When Supplier becomes aware of a vulnerability that warrants a 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.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

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

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

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

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

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



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

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

#### ARTICLE 10. ILLICIT CODE WARRANTY

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

#### ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 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>1</sup>:

- ☐ Protection Level 1
- ☐ Protection Level 2
- ☐ Protection Level 3
- ☒ Protection Level 4

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

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

### 2. Institutional Information data element descriptors:

Select all data types that apply:

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

<sup>1</sup> For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- P. ☒ Other: Services are variable in nature, each engagement will vary depending on the position being acquired.
- Q. ☒ Other: Temporary staffing services being provided include: Administrative/Clerical; Accounting/Finance; Light Industrial; Skilled Labor; Food Service; Lab Support; Media Services.
- 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: Services are variable in nature, each engagement will vary depending on the position being acquired.
- V. ☒ Other: Temporary staffing services being provided include: Administrative/Clerical; Accounting/Finance; Light Industrial; Skilled Labor; Food Service; Lab Support; Media Services.
- W. ☐ Other: \_\_\_\_\_
- X. ☐ Other: \_\_\_\_\_

California corporation ("UC"), on behalf of its University of California Health System and \_\_\_\_\_, Business Associate ("BA").

## **RECITALS**

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

## **1. DEFINITIONS**

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.

- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual's designee, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC's obligations under 45 C.F.R. § 164.526.

### 3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

### 4. TERM AND TERMINATION

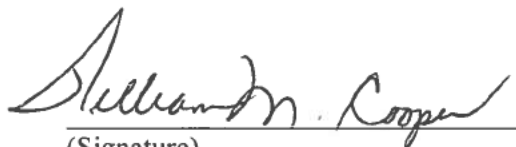
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

  
(Signature)

William M. Cooper  
(Printed Name, Title)  
AVP + CPO  
8/2/19  
(Date)

**BUSINESS ASSOCIATE**

SoftHQ, Inc.  
(Supplier Name)

\_\_\_\_\_  
(Signature)

Kranti Ponnamm / President  
(Printed Name, Title)

12/30/2019  
(Date)



# UNIVERSITY OF CALIFORNIA

## TEMPORARY LABOR SERVICES

**RFP#: AM-2019-1-TEMP**

**ORIGINAL**

**MARCH 08, 2019, 04:00 PM PST**

**SUBMITTED BY:**

**SOFTHQ, INC.**  
6494 WEATHERS PLACE  
SUITE 200,  
SAN DIEGO, CA – 92121  
[WWW.SOFTHQ.COM](http://WWW.SOFTHQ.COM)

**Person Authorized to Negotiate  
and Sign the Proposal:**

**KRANTI PONNAM**  
**TITLE: PRESIDENT**  
**PHONE: (858) 658-9200**  
**EMAIL: [KRANTI@SOFTHQINC.COM](mailto:KRANTI@SOFTHQINC.COM)**

**Submission via Online to:**

**ATTENTION:**

**AMANDA MARKS**  
**SENIOR STRATEGIC SOURCING MANAGER**  
**SYSTEM-WIDE STRATEGIC SOURCING**  
**UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT**  
**1111 FRANKLIN STREET, 10TH FLOOR**  
**OAKLAND, CA 94607-5200**  
**PHONE: (510) 557-6093**  
**EMAIL: [AMANDA.MARKS@UCOP.EDU](mailto:AMANDA.MARKS@UCOP.EDU)**  
**ONLINE: [CALUSOURCE](http://CALUSOURCE)**

# SOFTHQ

**Restriction on Disclosure and Use of Data:**

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this solicitation response.

## 1 COVER LETTER

March 08, 2018

Attention:

Amanda Marks / Senior Strategic Sourcing Manager  
System wide Strategic Sourcing, Office of the President  
1111 Franklin Street, 10th Floor, Oakland, CA 94607  
Phone: (510) 587-6093; Email: [Amanda.Marks@ucop.edu](mailto:Amanda.Marks@ucop.edu)

**Subject:** SoftHQ, Inc.'s response to provide The Regents of the University of California (UC),  
**Temporary Labor Services**

Dear Amanda Marks,

**SoftHQ, Inc.** (SoftHQ) is pleased to submit the proposal in response to the University of California, request for the project titled "**Temporary Labor Services**" on an on-call, contractual basis. The proposal and fees/costs offered herein shall apply for 120 days after the opening date of the proposal. SoftHQ confirms that we will adhere to all the minimum qualifications described in Attachment 1.

*Established in FY 2010* and headquartered in San Diego, SoftHQ is a Minority Business Enterprise (MBE) consulting and service provider, staffing firm incorporated in the State of California. SoftHQ has been providing Consulting services to various State, Local, and Fortune 500 Commercial clients. Based on our past performances and our core competencies, we are an excellent match with the UC's Temporary Labor Services opportunity. We assign professional and technical employees in the fields of administration, information technology, finance and accounting, education, engineering, law, science and healthcare. SoftHQ is one of the premier staffing providers and ranks among the leaders in Administrative, Finance, Human Resources, other Skilled Professionals, Engineering, IT, and Maintenance staffing.

SoftHQ has evolved from an IT and Engineering focused company concentrating primarily into a global workforce solutions leader with a breadth of specialty businesses. We have a proven record of accomplishment of providing Administrative Assistants, Clerks, Senior Clerks, Administrative Aides, Account Clerk Specialists, Accountants, Skilled Trade Staff, Service Staff, Custodial Officers, General laborers, Contract Specialists, Contract Coordinators, Financial Analysts, HR Analysts, Cashiers, Equipment Operators, Plans Reviewers, Recreation Aides, Firefight Trainee, Head lifeguard, Police Officers, Police Office Trainees, Legal Assistants, Engineers, Pool Managers, Program/Project Planners, Program Leaders, Program/Project Managers, Application Programmers, Database Administrators, Animal Curator, over the last three years.

SoftHQ confirms that we are providing services for all the job positions listed out in the Labor area classification and further confirms that the undersigned has full authority to enter into any future binding agreement and confirms full compliance with the requirements and terms and conditions specified under this RFP are read, understood, and we shall abide by them.

Sincerely,

Kranti Ponnamm / President

SoftHQ, Inc.

6494 Weathers Place, Suite 200, San Diego, CA 92121

Office: (858) 658-9200; Cell: (847) 513-2999; Fax: (858) 225-6834

Email: [rfp@softhqinc.com](mailto:rfp@softhqinc.com) / [kranti@softhqinc.com](mailto:kranti@softhqinc.com); Website: [www.softhq.com](http://www.softhq.com)

**ATTACHMENT 1 – MINIMUM QUALIFICATIONS TO RESPOND TO RFP**

For proposals to be considered for evaluation, Suppliers **must** be able to meet all minimum qualifications as outlined below. Suppliers that do not meet the minimum qualifications should not submit a proposal as it will not be considered.

**A. ANNUAL NET REVENUE MUST BE AT OR ABOVE \$500,000.**

Supplier to include the most recent financial statement as part of the proposal.

**B. GEOGRAPHICAL COVERAGE**

Supplier must have the ability to respond to the University of California’s needs in the placement of temporary staff at the UC locations.

Suppliers can submit proposals in one of two ways:

1. For system-wide – ability to service all UC locations or;
2. Limit proposal to one (1) region – ability to service UC locations in only one (1) region – North region, Central Valley region, Central Coast region or South region.

UC Region	UC Locations
North	UC Berkeley
North	UC Office of the President
North	UC San Francisco
North	Lawrence Berkeley National Lab
North	Lawrence Livermore National Lab
Central Valley	UC Davis
Central Valley	UC Merced
Central Coast	UC Santa Cruz
Central Coast	UC Santa Barbara
South	UC Irvine
South	UC Riverside
South	UCLA
South	UC San Diego

**C. OTHER LOCATIONS**

Successful awardees will be able to extend the terms of the agreement to California State University (CSU) and California Community College (CCC) locations. Any locations using the terms of the agreement will be contracted under separate agreements with CSU and CCC. California state law now allows this usage.

<b>CSU Locations</b>
Humboldt
Sonoma
Maritime
San Francisco
East Bay
San Jose
Chico
Sacramento
Stanislaus
Fresno
Bakersfield
Monterey Bay
San Luis Obispo
Channel Islands
Northridge
Los Angeles
San Bernardino
Pamona
Dominguez Hills
Long Beach
Fullerton
San Marcos
San Diego

**D. LABOR AREA CLASSIFICATION/JOB CATEGORY COVERAGE**

If a supplier provides multiple areas of job category coverage, then supplier must have the ability to respond to the requests for the placement of temporary staff at a minimum of at least three (3) labor area classifications. Preference will be given to those who offer multiple labor area classifications.

If a supplier's sole area of expertise is limited to one (1) of the labor area classifications below (i.e, food service), then a supplier can respond to one (1) labor area classification.

Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification. For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

**1. Administrative/Clerical Labor Area Classification**

- Clerk
- Senior Clerk/Assistant I
- Clerical Assistant
- Assistant II
- Assistant III
- Medical Front Desk
- Administrative Specialist

## UC Temporary Labor Services RFP (Non IT Temp)

RFP# AM-2019-1-TEMP

- Administrative Analyst
- Executive Secretary
- Executive Assistant
- Administrative and Job Placement Assistant
- Administrative and Marketing Assistant
- Administrative Assistant – Bilingual Spanish
- Administrative Assistant – Finance
- Administrative Officer II
- File Clerk
- Office Administrator
- Office Assistant
- Office Manager
- Receptionist

### 2. Accounting/Finance Labor Area Classification

- Accountant I
- Accountant II
- Accountant III
- Accountant IV
- Accounts Payable Specialist
- Accounts Payable Clerk
- Accounts Payable Coordinator
- Accounts Receivable Assistant
- Accounts Receivable Specialist
- Accounts Receivable Administrator
- Accounting Assistant I
- Accounting Assistant II
- Accounting Assistant III
- Accounting Clerk
- Accounting Coordinator
- Senior Accountant
- Staff Accountant
- Assistant Accountant
- Assistant Budget Analyst
- Bookkeeper
- Bookkeeper Clerk
- Budget Analyst
- Finance Manager
- Senior Finance Manager
- Financial Analyst
- Senior Financial Analyst
- Financial Analyst – Fund Accounting
- Payroll Accountant
- Tax Assistant

### 3. Light Industrial Labor Area Classification

UC Temporary Labor Services RFP (Non IT Temp)

RFP# AM-2019-1-TEMP

- Light Industrial/Laborer
- Custodian
- Senior Custodian
- Custodial Supervisor
- Groundskeeper
- Lead Groundskeeper/Gardner
- Painter
- Shipping and Receiving Clerk
- Shipping and Receiving Laborer

4. Skilled Labor, Labor Area Classification

- Electrician
- Lead Electrician
- Refrigeration Technician
- Carpenter
- Plumber
- HVAC Technician

5. Food Service Labor Area Classification

- Waitperson/Server
- Cook
- Food Service Worker
- Lead Food Service Worker
- Food Service Supervisor
- Sous Chef
- Captain
- Cashier
- Bartender
- Dishwasher

6. Laboratory Science Support Labor Area Classification

- Laboratory Technician
- Laboratory Manager
- Laboratory Assistant
- Animal Care Technician

7. Media and Content Creation Services Labor Area Classification

- Junior Designer
- Mid-level Designer
- Senior Designer
- Copywriter
- Marketing Coordinator/Advertising Assistant
- Marketing and Communication Assistant
- Marketing/Communications Manager
- Social Media Specialist
- Content Manager

UC Temporary Labor Services RFP (Non IT Temp)

RFP# AM-2019-1-TEMP

- Event/Field Marketing Specialist
- Trade Show Coordinator
- Sales Administrator Assistant
- Sales Coordinator
- Sales Operations Administrator
- Sales Support
- Project and Communications Specialist
- Donation Marketing Specialist

E. PRICING

Pricing must be submitted and completed with supplier's response to this RFP in the format requested, **UC Temporary Labor Pricing Template.xls**.

Suppliers must provide pricing information for each element for which they are submitting a proposal:

- UC Region
- Labor Area Classification
- Job Descriptions

Pricing elements include:

- Minimum and Maximum Pay Rate
- Minimum and Maximum Bill Rate
- Mark-Up Breakdown

NOTE: DO NOT INCLUDE ANY CONVERSION FEES. UC reserves the right to convert temporary staff to a direct hire at any time during the assignment with no conversion fee.

F. ACCEPT UC TERMS AND CONDITIONS OF PURCHASE (no exceptions allowed)

- a. UC Terms and Conditions of Purchase, dated 9/4/18
  - i. *The following articles are not applicable for the requested services under this RFP: Article 7.A, Article 7.B, Article 13, Article 17, Article 26*
- b. Appendix Data Security and Privacy, dated 5/24/18
  - i. *The following amendment is not applicable for the requested services under this RFP: First Amendment to the Appendix, Safeguard Standard for Payment Card Data and General Data Protection Regulation Data Protection*
- c. Appendix HIPAA Business Associate, dated 5/16/17

**signature page to follow**

UC Temporary Labor Services RFP (Non IT Temp)  
RFP# AM-2019-1-TEMP

**Supplier signature acknowledges that Supplier meets all minimum qualifications as outlined above.**

**Signed document must be included with your RFP response.**

Supplier Name SoftHQ, Inc.

X

Supplier Signature and Date



## Account Management

SoftHQ's Account Management team is well conversant with working with the States, Counties and local bodies on similar contracts and knows the criticality of their requirements. We are very particular about the communication we establish with our clients. We believe that the communication needs to happen in the timeliest manner with our clients. SoftHQ proposes Mr. Kranti Ponnamm as an Account Manager to this Temporary Labor Services RFP. Expertise in Account Management, delivering IT and Non-IT Professional Services to various State and local agencies. He has 15+ years of experience in account Management working for 15 similar contracts where each dollar value exceeds \$1.5M. He will communicate and deliver all the UC related work from our main office location in CA.

The Account Manager is responsible for the following but not limited to:

- Contract related communication
- Requisition/Goals/Objectives related communication
- Project communication
- Resources related communication

**Contract Management:** The contract management process with our client begins with designation of an Account Manager as the primary point of contact from our side. The Account Manager will provide all the support needed by our resources to excel in their assignments as part of the Contract.

**Project Commitment:** SoftHQ commits to extend all the support to our assigned professionals to complete projects successfully and to meet or exceed our Client Requirements. When needed, the Account Manager will seek the help of expert team at SoftHQ, which comprises of Technical and Management members, for the timely resolution of any situation to provide best results to our clients.

**Planning and Monitoring:** The Account Manager ensures that resources assigned with our clients are performing to the expectations of the specified requirements. Periodic status and feedback is obtained on the performance of the individual. The Account Manager is responsible for the following but not limited to:

- Issue Identification and Resolution
- Performance Tracking
- Status Reporting
- Obtaining Feedback

*Please find the Resume of our Account Manager below:*

**Position Title:** President

**Education:** Master's in Engineering, Louisiana Tech University

**Responsibilities:**

Mr. Ponnamm oversees Sydata's operations at the client site to ensure production efficiency, quality, service and cost-effective management of resources. He works to streamline internal processes and resources and to maintain a high level of customer service. He has expanded the company's service and product offering from a single service to a multi-language, multi-platform mix.

**Qualifications:**

Mr. Ponnamm is an IT architect with more than 15 years of experience as a senior consultant, Account Management, team leader and project manager. He is experienced and has demonstrated expertise in technology strategy, enterprise architecture, IT governance, business process management, software development, infrastructure architecture, change management and quality assurance. His core domains of expertise are in enterprise architecture and business architecture; he has supported solution architecture and proposal authoring for other organizations, and also takes on roles of Virtual Chief Information Officer (CIO), enterprise architect and technology architect.

Mr. Ponnamm also has over 16+ years of experience in Account Management, Operations, and Customer Relationship Management & Business Development. He has extensive experience in ensuring the timely and successful delivery of our IT and Non-IT staffing solutions according to customer needs and objectives. He has proven experience in communicating clearly the progress of weekly, monthly, and quarterly status updates to internal stakeholders. He is skilled in heading various State accounts to effectively manage day to day operations and liaising with key State agencies to gather requirements and understand overall functioning of existing resources. He is well versed in managing, motivating and leading teams for running successful business process operations with proven ability of achieving Service Delivery/Targets. He is skilled in identifying and growing opportunities within account, collaborating with recruitment team to ensure growth attainment. He has strong experience in managing on-site consultants and responding to all questions or concerns and proficient in generating client monthly reports and delivering to government Program Management Officer. He possesses excellent skills in building and maintaining strong, long-lasting customer relationships.

### **Core Competencies:**

- Full life cycle recruiting experience from requirement gathering to fulfillment
- Lead account manager for multiple staffing implementations at State, Local, and Federal contracts
- Extensive experience in reviewing, negotiating, and signing all company Non-Disclosure Agreement's, Teaming Agreement's and Subcontract's
- Proven experience in assisting in the creation and implemented a new company Contracts procedure, which allows for better company documentation, providing ease when it is time for PMO Reporting
- Strong experience in scheduling company meetings and schedule meetings between executives and clients and experience in maintaining the company's equipment log
- Proficient in managing collection, documentation and distribution of all hardware and software equipment and possess strong experience in maintain accounts payable and accounts receivable, invoices, personnel files, and company reports
- Experience in scheduling initial screening and follow-on interviews as needed
- Proficient in writing company Staffing Services Agreement and distributed to team so company may begin pursuing staffing efforts

### **Professional Certifications:**

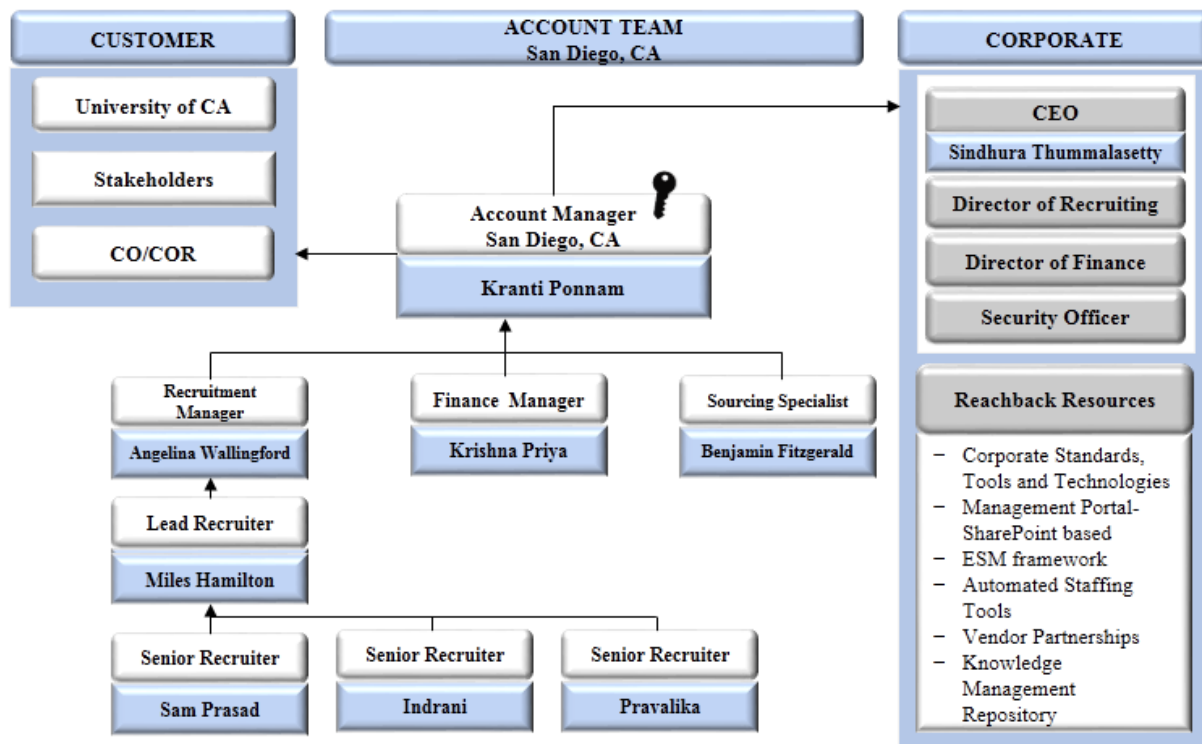
- SAP America certified Finance and Controlling Consultant
- SAP America training on Materials Management and Sales and Distribution
- SAP America training on Business Planning and Consolidation (BPC) (formerly known as Outlook soft)
- SAP Leasing Courses for Lease Accounting integration with CRM



**Years of Experience:** 12 Years

## Organization Chart of SoftHQ's Account Team

SoftHQ's proposed Account Manager for UC, will directly report to SoftHQ's CEO, Ms. Sindhura Thummalasetty, who will monitor project's performance and provide inputs to status meetings and metrics for reporting. We will ensure 100% resource utilization of resources, and maintain critical team skills through effective cross training and using resource management techniques contained in PMI standards. The integrative nature of the contract requires us to be agile and manage our resources to meet UC' project requirements using MS Project and Timesheet system. All our Account team will work from our main office located in San Diego, CA. Please find the SoftHQ's Organization Chart of our Account's team below:



Organization Chart

**University of California**  
**CUSTOMER REFERENCES**

**INSTRUCTIONS:**

Supplier shall provide a minimum of four (4) references that are currently using or have previously used services of the type proposed in this RFP. The references should include at least two (2) prior customers who no longer obtain services with your organization, and at least two (2) current customers.

Ideal references customers (and prior customers) would be state governments, universities, municipalities or other public agencies to who services have been provided similar to those being requested in this RFP.

UC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

**CURRENT CUSTOMERS**

**Customer 1 (Required)**

Organization Name	Massachusetts Department of Environmental Protection
Contact Name	Sumit Desai
Contact Phone Number	(781) 214-1606
Contact Email Address	sumit.desai@mass.gov
Number of years as a Customer	8 years

**Customer 2 (Required)**

Organization Name	Federal Home Loan Bank of Dallas
Contact Name	Spandana Sallagundla
Contact Phone Number	(603) 233- 3663
Contact Email Address	schowdur@fhfb.com
Number of years as a Customer	1 year

**Customer 3 (Optional)**

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

Number of years as a Customer 1 year

**Customer 3 (Optional)**

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

**FORMER CUSTOMER**

**Customer 1 (Required)**

Organization Name	Allianz Global Investors
Contact Name	Rakesh Reddy
Contact Phone Number	(949) 759-7306
Contact Email Address	Rakesh.Velidandla@allianzgi-us.com
Number of years as a Customer	3 Years

**Customer 2 (Required)**

Organization Name	Arizona State University
Contact Name	Vijay Rao
Contact Phone Number	(208) 999-7735
Contact Email Address	vrao7@asu.edu
Number of years as a Customer	2 years

**Customer 3 (Optional)**

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

THIS CERTIFIES THAT

**SOFTHQ INC**



\* Nationally certified by the: **PACIFIC SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 541511; 541512; 541513; 541519; 561311; 561312; 561320

\* Description of the product/services as defined by the North American Industry Classification System (NAICS)

09/10/2018

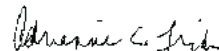
**Issued Date**

AZ08954

**Certificate Number**

09/10/2019

**Expiration Date**

  
Adrienne Trimble



**Rainey A. Alben, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

**Certify, Develop, Connect, Advocate.**

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

<div> <div>All Jobs</div> <div>Active (9)</div> <div>Draft</div> <div>Closed</div> <div>All Filters</div> <div>Clear Filters ×</div> </div>		
Active Job		
<input type="checkbox"/> <div>SOFTHQ</div> <div>Manufacturing Technician - Chesterfield, VA ⚠</div> <div>Soft HQ International LLC - Created 2/28/19 by Kranti Ponnam</div> <div> <div>Manage ▾</div> <div>TrafficBoost</div> </div>	<div>4</div> <div>Days Posted</div> <div>ACTIVE</div>	
<input type="checkbox"/> <div>SOFTHQ</div> <div>Quality Engineer - Dayton, OH ⚠</div> <div>Soft HQ International LLC - Created 2/28/19 by Kranti Ponnam</div> <div> <div>Manage ▾</div> <div>TrafficBoost</div> </div>	<div>4</div> <div>Days Posted</div> <div>ACTIVE</div>	
<input type="checkbox"/> <div>SOFTHQ</div> <div>HSE (Health, Safety &amp; Environmental) Engineer - San Diego, CA ⚠</div> <div>Soft HQ International LLC - Created 2/28/19 by Kranti Ponnam</div> <div> <div>Manage ▾</div> <div>TrafficBoost</div> </div>	<div>4</div> <div>Days Posted</div> <div>ACTIVE</div>	
<input type="checkbox"/> <div>SOFTHQ</div> <div>Systems Admin - Dayton, OH ⚠</div> <div>Soft HQ International LLC - Created 2/28/19 by Kranti Ponnam</div> <div> <div>Manage ▾</div> <div>TrafficBoost</div> </div>	<div>5</div> <div>Days Posted</div> <div>ACTIVE</div>	

SOFTHQ

Production Scheduler - Clearwater, FL

⚠

Soft HQ International LLC - Created 2/27/19 by Kranti Ponnam

Manage ▾

TrafficBoost

Promote this job to get more candidates!

SOFTHQ

Service & Repair Technician - Pasadena, TX

⚠

Soft HQ International LLC - Created 2/26/19 by Kranti Ponnam

Manage ▾

TrafficBoost

SOFTHQ

Material Handler - Coppell, TX

⚠

Soft HQ International LLC - Created 2/22/19 by Kranti Ponnam

Manage ▾

TrafficBoost

5

Days Posted

ACTIVE

6

Days Posted

ACTIVE

10

Days Posted

ACTIVE

<input type="checkbox"/>	 <b>HSE (Health, Safety &amp; Environmental) Engineer - San Diego, CA</b> ⚠️ Soft HQ International LLC - Created 2/28/19 by Kranti Ponnamm	<b>4</b> Days Posted <b>ACTIVE</b>
<input type="checkbox"/>	 <b>Systems Admin - Dayton, OH</b> ⚠️ Soft HQ International LLC - Created 2/27/19 by Kranti Ponnamm	<b>5</b> Days Posted <b>ACTIVE</b>
<input type="checkbox"/>	 <b>Shipping Receiving Clerk - Ogden, UT</b> ⚠️ Soft HQ International LLC - Created 2/27/19 by Kranti Ponnamm	<b>5</b> Days Posted <b>ACTIVE</b>
<input type="checkbox"/>	 <b>Legal Secretary - Los Angeles, CA</b> ⚠️ Soft HQ International LLC - Created 2/27/19 by Kranti Ponnamm	<b>5</b> Days Posted <b>ACTIVE</b>

**Position:** Shipping / Receiving Clerk  
**Location:** Ogden, UT  
**Pay Rate:-** \$15.53/hr

#### Responsibilities

- Confirms and records the receipt of shipments, prepares items for shipping, and loads and unloads trucks. Completes shipping and receiving reports.
- Also responsible for managing the inter-departmental transport of materials.
- Requires a high school diploma or equivalent with 4-6 years' experience.
- Familiar with a variety of the field's concepts, practices, and procedures.
- Relies on extensive experience and judgment to plan and accomplish goals.
- Performs a variety of tasks.
- A wide degree of creativity and latitude is expected.
- Typically reports to a manager or head of a unit/department.

Need responsible reliable employees with an outstanding attendance record

#### Special Considerations

Lifting will exceed 30 Lbs. and/or repetitions of this or lesser weights will be significant.



Shipping Receiving Clerk

**\*Job Location:**

Ogden, UT, USA

**\*Job Category:**

General Labor/Warehouse

**\*Employment Type:**

Contractor

**\*Job Description:**

**B** *I*       Source

**Position:** Shipping / Receiving Clerk

**Location:** Ogden, UT

**Pay Rate:-** \$15.53/hr

**Responsibilities**

- Confirms and records the receipt of shipments, prepares items for shipping, and loads and unloads trucks. Completes shipping and receiving reports.

**\*Benefits:**

- ☐ Medical Insurance ☐ Dental Insurance ☐ Vision Insurance ☐ 401K ☐ Life Insurance  
☒ None of These

**Compensation Range:**

Job postings with compensation data receive maximum visibility on ZipRecruiter.

\$ 13.00 to \$ 15.53

USD ▼ Hourly ▼ ☐ Plus commission

**Street Address:**

Some job boards allow users to search with a map. Enter your full street address for better visibility.

123 Main Street, Anytown, CA 90123

**Skills:**

Target the exact job seekers you need by adding skill keywords below. [?](#)

Ability to Lift 30 pounds x trucking x Loading And Unloading x Shipping and Receiving x

**\*Hiring Company:**

Soft HQ International LLC ▼

**Why Work at This Company?:**

Give a one-line sales pitch for working at this company (140 characters max.)

Great opportunity for career advancement, Gain experience working on big projects at big companies

# SoftHQ

Week Ends on Friday TRUE				Social Security Number - -			Employee Last Name	First	Middle	
DAY	DATE	TIME START	TIME STOP	LESS LUNCH	TOTAL WORKED	Address (To Mail Check) Street or PO Box			City	State/Zip Code
MON						Subcontractor Signature x				
TUE										
WED										
THU										
FRI										
SHOW TOTAL HOURS WORKED TO NEAREST 1/4 HOUR (15 MIN. = .25, 30 MIN. = .50, 45 MIN. = .75).						This assignment is: _____ Continuing _____ Completed				
CLIENT APPROVAL INDICATES ACCEPTANCE OF THE TERMS AND CONDITIONS BELOW. PLEASE SIGN ONLY AFTER WEEKLY HOURS ARE TOTALED. THIS SECTION MUST BE COMPLETED FOR PROCESSING.										
SUPERVISOR'S SIGNATURE:										
SUPERVISOR'S NAME:										
SUPERVISOR'S PHONE NUMBER:										
COMPANY NAME:										
PROJECT OR DEPARTMENT:										

Please fax fully executed form to SoftHQ no later than noon on Monday.  
Fax number: 858-225-6834

## Sample Report

Developing strong partnerships with our clients is something that SoftHQ passionately believes in, and we have a rich history of long-term relationships that demonstrate the advantages of this approach. A partnership is built through consultative interaction, aligning business philosophies and providing responsive service. Many of our client partnerships span 8 years, perhaps the strongest indicator of satisfaction available.

Our methods for acquiring feedback, conducting follow-up and driving corrective action include:

### Customer Satisfaction Surveys


Customer satisfaction surveys elicit client feedback on service-critical topics, including:

- Service
- Response time
- Employee quality
- Follow-up

We are dedicatedly client-centric and believe the best way to ensure our partnerships are successful is to regularly ask, "How are we doing?"

SoftHQ's electronic customer satisfaction survey is distributed to each client manager that has requisitioned an employee in the previous quarter. Responses are compiled and evaluated, then used to assess current performance, identify areas for improvement and track emerging trends. Also, this analysis allows SoftHQ to suggest program adjustments that may save our client both time and money.

SOFTHQ
Company | Services | Staffing | Industries | Careers | Contact US



**SoftHQ, Inc.**  
**Customer Satisfaction Survey**

Please take a moment to complete the survey below. Your input will help us better serve you in future assignments.

	Derrick Glover	Joshua Button	Oluwatosin Adeshopo	Max A Flueraival	Roberto Alvarez
Rate our employee's quality of work on this assignment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rate our employee's attitude	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rate our employee's technical knowledge	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rate our employee's attendance/punctuality	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rate our employee's communication skills	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Rate our employee's safety awareness	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Did our employee have the required skills?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

After results are processed, our account manager will discuss any potential issues or areas of improvement with the quarterly business review and will drive all follow-up or required corrective action.

## ***Quarterly Business Reviews***

Quarterly business reviews evaluate overall solution performance and provide key data to the senior UC management. These reviews are conducted by SoftHQ's account manager and attended by our regional management and executive sponsor for the program, as well as key the UC users.

Quarterly business reviews are typically held in-person at client locations but can be held via Live Meeting when necessary. SoftHQ's onsite program managers can also provide local reviews as required for each business unit.

Quarterly business reviews evaluate program successes, challenges, goals, performance metrics and other specifics that impact client productivity and program success. Quarterly business reviews also provide an opportunity to establish new goals or modify existing ones to reflect your changing business objectives, emerging industry trends and evolving workforce requirements, as well as driving continuous improvement initiatives.

Typically, quarterly business reviews focus on:

- Current status of open action items by geography
- Quality metrics
- Use and performance of subcontractors
- Program developments
- Talent acquisition and management trends
- Talent forecasting
- Employee relations activities
- New action items for next quarter

### Accrual Basis

**SoftHQ Inc.**  
**Balance Sheet**  
**As of December 31, 2018**

100

### Accrual Basis

**SoftHQ Inc.**  
**Profit & Loss**  
**January through December 2018**

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

### Accrual Basis

**SoftHQ Inc.**  
**Profit & Loss**  
January through December 2018

1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.



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

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

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

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

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

**1.2 Marketing, Sales and Administrative Support**

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

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

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

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

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

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

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

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

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

**1.3 Estimated Volume**

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

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with

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the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. 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 Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**1.5 Objectives of Cooperative Program**

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

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

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

**2.2 Pricing Commitment**

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

**2.3 Sales Commitment**

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

**3.0 SUPPLIER RESPONSE**

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

**3.1 Company**

A. Brief history and description of Supplier.

SoftHQ is a Minority Business Enterprise (MBE) consulting and service provider, and global IT solutions, services, and staffing firm incorporated in the State of California. SoftHQ has been providing IT Services to various State, Local, and Fortune 500 Commercial clients. Based on our

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past performances and our core competencies, we are an excellent match with the client's temporary staffing services requirements.

SoftHQ has been investing in the improvement of its process and service management and established reputation as a small business that operates with the depth and breadth of a large enterprise with a flat organization structure. From the lessons learned over the last nine years, SoftHQ brings proven capability in conducting search services for public and private sector to fulfil diverse professional solutions tailored to client requirements across administrative, business development, economic development, Engineering and planning, financial, human resources, information technology, and other administrative roles and a broad spectrum of various disciplines. Since its founding, SoftHQ has been providing IT Temporary/On-Call/As-Needed/Staff Augmentation, IT Managed Services, temporary-to-hire, payroll, direct-hire and professional placement, and recruitment process outsourcing services to a variety of public and private sector clients supporting their mission critical systems and evolved into an IT Services provider. SoftHQ has a well-defined business model based on different industry sectors such as Finance, Health Care, State Government, and Manufacturing clients. This business model lends us with the required financial stability to provide support to our Workers and meet our client's expectations. We perform onsite and offsite contract work for the US public sector clients using CMMI, PMBOK, ISO 9001:2015 and ITIL processes. From lessons learned over the last eight years, SoftHQ brings proven capability to deliver qualified professionals with subject matter expertise on leading edge professional solutions tailored to federal agencies' requirements across administrative, financial, human resources, acquisition in lines with Federal Acquisition Regulation (FAR).

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

SoftHQ has 30 Business Development executives across our 9 locations: Phoenix, AZ; Chicago, IL; Arlington, TX; Houston, TX; Herndon, VA; Fremont, CA; Alpharetta, GA; Cleveland, OH; and Minneapolis, MN.

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

Number of Support Centers: 9

Location of Support Centers: Phoenix, AZ; Chicago, IL; Arlington, TX; Houston, TX; Herndon, VA; Fremont, CA; Alpharetta, GA; Cleveland, OH; and Minneapolis, MN

Location of Corporate Office: 6494 Weathers Place Suite 200 San Diego CA 92121

**D. Annual sales for the three previous fiscal years.**

Gross Sales FY2018: \$17,330,734.00

Gross Sales FY2017: \$21,690,364.00

Gross Sales FY2016: \$25,780,973.00

**E. Submit FEIN and Dunn & Bradstreet report.**

FEIN: 27-1798370

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DUNS: 029368410

F. Describe any green or environmental initiatives or policies.

SoftHQ recognizes that our work has an indirect effect on the environment. We commit to reducing our impact while educating and empowering our employees to make more environmentally responsible choices. Below is a sampling of standard programs and efforts for our corporate headquarters and local offices to reduce their carbon footprint:

- SoftHQ provided personal mugs and glasses to all employees, which has reduced our landfill waste and minimized the number of plastic cups used throughout our corporate campus. Every new employee receives a mug and a glass as part of the onboarding process.
- Our main corporate campus is committed to recycling 50% of the solid waste it produces. SoftHQ uses a single-stream recycling program that allows employees to recycle aluminum, glass, paper, and plastic through a single collection and processing system. In 2018, these recycling efforts conserved an equivalent of 1,698 mature trees, enough to produce 21,038,874 sheets of newspaper.
- SoftHQ partners with an outside third-party vendor to provide shredding and recycling of all confidential documents. In 2018, our campus recycled over one million pounds of shredded paper. These efforts are the equivalent of saving almost 14,200 trees.
- We also partner with Impact Innovations Systems to standardize our IT asset security and disposition process to ensure that outdated electronics are disposed of in an environmentally friendly manner through a recycling and remarketing program. In 2018, our partnership helped in eliminating over 110,000 pounds of waste from entering landfills, an equivalent to the power consumption of 349 homes in one year.
- Currently, 88 percent of our employees receive direct deposit each week. This has resulted in the reduction of 2.2 million checks and envelopes each year.
- SoftHQ completed a new data center that includes numerous environmentally friendly enhancements that includes energy efficient and green technology. Not only does the new data center result in a more environmentally friendly footprint, but also provides substantial cost and power savings to the company.
- A percentage of the electricity used at SoftHQ's corporate campus is green energy, supporting demand for building new, clean wind power and demonstrating our commitment to operate in an environmentally responsible manner.
- All fluorescent lights on the corporate campus are recycled by using a bulb crusher. In 2018, 503 lbs. of lightbulbs were crushed and sent to Air Cycle for recycling.
- In 2017, SoftHQ held its first personal asset disposition day in partnership with Impact Innovations Systems. The campus wide event provided employees with an opportunity to recycle old household electronics and help prevent electronic waste from entering the landfill. SoftHQ will be holding its second event in Dec 2019.
- During the week of Earth Day, a campus wide shredding event is held to educate employees on responsible disposition of personal papers. Employees bring in personal documents which are then shred and recycled by an outside third-party vendor.

Additionally, we encourage our employees to be environmentally conscious in everyday behavior by turning off lights and other electronic equipment when not in use, only printing necessary documents, printing documents double-sided to conserve paper, and having a mileage incentive for using hybrid vehicles. A percentage of the electricity used at our corporate campus is green

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energy, supporting demand for building new, clean wind power and demonstrating our commitment to operate in an environmentally responsible manner.

- 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.

SoftHQ eliminates discrimination in human resource policies and practices and provides equal access and opportunity – no one excluded from participation. SoftHQ’s approach that embraces diversity. To recruit a diverse candidate pool, SoftHQ considers recruiting at diverse high schools, trade schools, colleges and universities; partner with industry groups, professional societies, student organizations, and community education agencies and programs. We post open positions on diversity online recruiting boards and contact state employment service offices to see if we can post open positions on their websites or job banks. These state offices help both job seekers and SoftHQ with recruiting and job placement efforts.

We establish ongoing partnerships with other recruiting sources like organizations that assist individuals with disabilities, faith-based organizations, veteran organizations, placement services, women’s groups, and ethnic or multicultural centers.

Each SoftHQ team has a global and diverse constituency, whether dealing with candidates, clients or stakeholders. Having diverse staff enables us to understand and meet the needs of people from diverse perspectives and creates an atmosphere that supports positive relationships and communications. As working on company EEO policy, our team of recruiters always try to approach diversified communities and groups to hire or employ diverse teams on projects. SoftHQ’s designated EEO Officer, Ms. Sindhura Thummalasetty (CEO/Principal) is responsible for overseeing adherence to EEO laws and policies and will ensure that employment actions regarding staffing and managing the work are carried out in a non-discriminatory manner. We have different sourcing methods which not just allow us to find diverse candidates according to race, gender, ethnicity, but also in terms of diverse skillset, work culture and communication style. To maintain this diversity, we use various these sourcing strategies which allow us to create a diverse talent pool:

- Establish relationships with similar departments or institutions with diverse staffs.
- Request names of potential candidates from staff at your institution who are from underrepresented populations, as well as at institutions with strong graduate underrepresented populations in your discipline.
- Establish relationships with minority caucuses of your professional organizations, and network with them for recruitment.
- Contact people from underrepresented populations who have received accolades and ask them to refer promising newer professionals.
- Use a personal approach in recruiting candidates. Consider contacting nominated candidates personally and invite them to apply, addressing reasons they may have for not applying.
- Encourage people who have held temporary or part time positions, who reflect the kind of diversity you’d like to attract, to apply for full time positions.
- Consider contacting the EEO office at other universities. Some of them maintain lists of women and minorities who are looking for employment elsewhere.



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- Aggressive efforts should be taken to recruit graduate students from underrepresented groups into the field so that the pool of candidates will be greater in the future.
- SoftHQ uses a combination of several leading job portals/ boards, major news publications, numerous other industry and skill-specific databases to source the candidates and advertise our open positions locally and/ or nationally. Such web portals include Career Builder, Dice, Monster, Job Diva, ZIP Recruiter, LinkedIn Premium Recruiter and many more. We are CareerBuilder's partner with over 100 diversity sites. By posting with CareerBuilder, SoftHQ job listing is automatically post with these diversity partner websites such as:
  - DiversityWorking.com; DiversityJobs.com; WorkplaceDiversity.com; IMDiversity.com; HireDiversity.com and many more.

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.

SoftHQ is a Minority-owned Business Enterprise.

I. Describe how supplier differentiates itself from its competitors.

SoftHQ's solutions help the clients to solve its professional challenges through our qualified and motivated workforce. Our professionals are trained and certified to handle every aspect of needs, from initial concept consulting through day-to-day operations. We will distribute at least 1% of the revenues for bonuses to our employees to motivate them and facilitate access to industry forums to assist throughout the leadership within the IT and Non-IT Professional Services' support team. We believe SoftHQ is best qualified to serve its End Users for following reasons:

**Well Defined Recruitment Approach:** Based on our 9+ years of experience providing staffing services to various government and commercial clients, we have developed a Recruitment Process to provide our clients with qualified and experienced temporary employees with a short turnaround time. This process has been proven through the successful management of staffing Services contracts supporting federal, state and local clients in various public sector agencies, no matter how great the hiring volume or how deep the logistical complexity. Our recruitment team consists of recruiters, data miners and research analysts, having average experience of 5+ years recruiting temporary employees to support our customers.

**Unique Account Management Team:** We follow well defined and documented team management approach for handling staffing contracts to ensure that contract requirements are supported. We will assign Client with a dedicated Project Management team to ensure the right delivery of services and needs are fulfilled with high level of Client satisfaction.

**Staffing Firm that Delivers the Right Employee:** Our engagement process is focused on our clients and their business needs. This consultative approach, known as our Perfect Fit Program, details from start to finish how our staffing firm selects the perfect candidate for client's organization. The Perfect Fit Program includes five phases, which are customized to most effectively service your account.

**Most Cost-Effective:** SoftHQ has helped customers save over 60% of their budget by utilizing our flexible workforce solutions. Our screening process presents the best-fit candidates and avoids delays in project delivery. We have proved to our customers that using SoftHQ's resources is more cost-effective and flexible than hiring permanent, full-time employees. Guaranteed project

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delivery and meeting deadlines is our specialty. We have an excellent track record for delivering high-quality, major projects on time and on budget. We identify real costs and model projects around our customers' value-based priorities, helping our customers focus on their core business.

**Risk Free – Guaranteed Delivery:** SoftHQ offers a risk-free approach wherein our customers have the flexibility to not pay for a resource's services if they are not satisfied with the resource within the first two weeks of the assignment. Also, if we are performing a software implementation/upgrade, our customers do not have to pay until the implementation/ upgrade is successfully completed. SoftHQ applies solutions derived from industry best practices to achieve peak performance and maximum efficiency.

**Better Talent Pool:** We have a vast pool of quality talent that includes employees who possess all skillsets that our customers look for in a partner. Our track record proves that our resources are driven to achieve and can meet and exceed your expectations to help you achieve your business results. When engaged by a client, our mission is to always partner with the client and integrate their team into the solution we are building. We believe this collaborative approach separates us from our competition, which often alienate their customers and attempt to create a dependency on them that may last a lifetime

**Value Added Services:**

- SoftHQ will develop a mutually beneficial long-term business relationship, which produces measurable results in an environment of integrity, ethics, and trust
- SoftHQ will support the mutual strategic goals while planning and implementing continuous improvement in products, services, processes, and human involvement
- SoftHQ will promote a cooperative relationship in which conflicts are resolved through negotiation
- SoftHQ will openly communicate requirements, make special efforts to understand them, consider the capabilities of the other partner, and agree to strive to meet requirements 100% of the time
- SoftHQ will be accountable for its commitments and follow through by supporting the oral and written commitments it makes
- SoftHQ will anticipate, meet, and exceed mutual internal/external client's needs
- SoftHQ will commit itself to a program of continuous improvement
- SoftHQ will recognize and reward the contributions of each partner

What distinguishes SoftHQ from its competitors is our immediate and efficient response to our clients and the exceptional quality of our services. We communicate with our clients directly and consistently to make certain every aspect of performance is being addressed. We agree and will adhere to the applicable policies and requirements as specified in the requirements and specifications or otherwise indicated in this document without exception.

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

None. Since its inception in 2010, SoftHQ does not have any past or present or on-going litigations or investigations on its employees or board of directors and the firm. Also, SoftHQ confirms that it never has went bankrupt or there is no potential for filing bankruptcy in the coming future. SoftHQ confirms that there are no potential mergers or acquisitions or reorganization of the firm in the upcoming/unforeseeable future.

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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.

SoftHQ is a privately held corporation whose stakeholders are not convicted of felony charges and also never had a history of such convictions or settlements.

L. Describe any debarment or suspension actions taken against supplier

Till date, SoftHQ has never been debarred or suspended or actions taken against the firm.

### **3.2 Distribution, Logistics**

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

SoftHQ is a service-based company which is a global business and technology consulting firm that provides IT and Non-IT staff augmentation services to state, local, and leading Fortune 500 corporations. SoftHQ enables public sector agencies to use and leverage the most appropriate staffing option with a turnaround time of less than 2 days.

Since its founding, SoftHQ has been providing IT Temporary/On-Call/As-Needed/Staff Augmentation, IT Managed Services, temporary-to-hire, payroll, direct-hire and professional placement, and recruitment process outsourcing services to a variety of public and private sector clients supporting their mission critical systems and evolved into an IT Professional Staffing Services provider. SoftHQ has a well-defined business model based on different industry sectors such as Finance, Health Care, State Government, and Manufacturing clients. This business model lends us with the required financial stability to provide support to our Workers and meet our client's expectations. We perform onsite and offsite contract work for the US public sector clients using CMMI, PMBOK, ISO 9001:2008 and ITIL processes. From lessons learned over the last nine years, SoftHQ brings proven capability to deliver qualified professionals with subject matter expertise on leading edge professional solutions tailored to state agencies' requirements across administrative, financial, human resources, acquisition in lines with Federal Acquisition Regulation (FAR).

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.

SoftHQ has the capability of providing Temporary Staffing Services across CONUS and OCONUS.

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- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

SoftHQ confirms that we will provide Master Agreement Pricing to all the Participating Agencies. As we are not providing any products, the direct ordering, retail and / or in-store locations pricing is not applicable to us. SoftHQ provides Staffing Services and these services will be provided across USA including its U.S. Territories and Outlying Areas with Master Agreement Pricing. Whenever required by the Participating Agencies to verify and audit our pricing strategies, SoftHQ will comply with the Participating Agency(s) auditing laws and procedures.

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

As we are providing only staffing services, no other company(s) are involved.

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

As we are providing only staffing services under this Master Agreement, this question is not applicable to us as we do not have any products or manufacture or resell products.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SoftHQ will pursue a highly focused, actionable, and measurable strategy aimed at maximizing the business potential and growth of OMNIA with "Wins" for Participating Agencies, and other State agencies. Our strategy has three basic goals, including win new customers for OMNIA and SoftHQ, win back customers who have migrated to other vehicles, and win over customers from competing Master Contracts / MSAs. Our strategy focuses on expanding tasks within existing customer agencies, including Participating Agencies (vertical expansion), capturing new tasks

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with new customer agencies (horizontal expansion), and striving to bring key program re-competes to the vehicle. We will partner with OMNIA and work in tandem with our Government customers.

SoftHQ has a team of professionals, identified by position in the below table, who will actively participate in the marketing and promotional activities of the OMNIA contract.

<b>Personnel</b>	<b>Responsibility for Marketing and Promoting OMNIA</b>
Account Manager, Mr. Kranti Ponnam	<ul style="list-style-type: none"> <li>• Responsible for the overall performance of the OMNIA contract</li> <li>• Sets strategic direction for marketing and promotional activities associated with the OMNIA contract</li> <li>• Applies industry lessons learned from participation in the various MSAs industry advisory councils, to promote OMNIA</li> <li>• Acts as the primary POC for all OMNIA contract promotion, marketing, and business capture activities</li> <li>• Performs joint marketing activities with business developers or project managers to explain benefits and ease-of-use information to the potential customers</li> <li>• Brings work to the OMNIA contract</li> <li>• Engages external resources to market the contract</li> </ul>
New Business Manager	<ul style="list-style-type: none"> <li>• Works with the AM on OMNIA contract promotion, marketing, and business capture activities</li> <li>• Performs joint marketing activities with business developers or project managers along with recognized subcontractors to explain benefits and ease-of-use information to the potential customers</li> <li>• Attends local trade shows and exhibits to promote the OMNIA contract</li> <li>• Reviews competitive data among the various MACs and GSAs to ensure that OMNIA pricing remains competitive with other similar contracts in the marketplace</li> <li>• Engages external resources to market the contract</li> </ul>
Business Developers	<ul style="list-style-type: none"> <li>• Continually promotes the OMNIA contract and SoftHQ available products, services, and solutions to potential customers</li> <li>• Brings work to the OMNIA contract</li> </ul>
Project / Task Order Managers	<ul style="list-style-type: none"> <li>• Promotes the OMNIA contract to existing customers with emerging or renewing requirements</li> </ul>
Marketing and Communication Department	<ul style="list-style-type: none"> <li>• Designs marketing campaign and collaterals for OMNIA</li> <li>• Updates and maintains the SoftHQ website to include OMNIA information</li> <li>• Participates in Government and industry trade shows independently and in coordination with Participating Agencies</li> </ul>

SoftHQ will maintain a lead registration system showing the pipeline of business opportunities that can be brought to this contract. Mr. Ponnam, the AM, will have access to corporate resources to assist him in marketing and managing potential opportunities towards the OMNIA contract. This will enable him to bring together the right team of BD resources to develop and cultivate leads into actual work on the contract.

### ***Marketing Strategies***

SoftHQ will pursue a comprehensive and aggressive team-based, two-tier marketing approach, shown in the below table, led by Mr. Ponnam, and designed to proactively identify TO opportunities for the contract. SoftHQ's effort will capitalize on this approach, initially concentrating on transferring expiring tasks and contracts that have reached their ceiling with current agencies.

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Marketing Tier	Personnel	Activities
Tier 1: Contract Marketing	<ul style="list-style-type: none"> <li>• OMNIA AM/PM</li> <li>• Business developers</li> <li>• Support staff</li> <li>• External resource business developers</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain focus on promoting OMNIA as the preferred contract vehicle via outreach programs internally to SoftHQ and externally to potential customers</li> <li>• Develop and coordinate OMNIA promotional activities at the contractor team level and in conjunction with Participating Agencies' marketing activities</li> <li>• Coach and mentor SoftHQ members' marketing and business development (BD) staffs</li> <li>• Establish and maintain consistency in the delivery of the OMNIA messages, themes, and discriminators</li> <li>• Take the point on capture management of large, complex opportunities that require the collective resources of the team</li> </ul>
Tier 2: Solutions Marketing	<ul style="list-style-type: none"> <li>• All partners</li> </ul>	<ul style="list-style-type: none"> <li>• Aggressively promote their respective core competencies and solutions (as well as those of other team members) within their market segments</li> <li>• Promote OMNIA as the vehicle of choice for obtaining those solutions</li> </ul>

The Tier 1 Marketing Team will convene quarterly to assess and measure performance against the Marketing Plan, analyze market dynamics and develop strategic responses, identify training requirements and plan for team members' sales forces, and develop specific action plans for the penetration/capture of strategic agency/program targets. Annually (or more often if required), the Tier 1 Marketing Team will conduct sales training retreats for the team members' sales and project management staff. The training will focus on features, benefits, competitive analysis, lessons learned, and successful selling techniques and strategies for OMNIA.

On an ongoing basis, each team member will reinvest additional OMNIA funds as an indirect cost to baseline marketing initiatives, to continue to expand its marketing activities and tools in promoting OMNIA as the vehicle of choice for agencies throughout the State Government.

### ***Socio-Economic Marketing***

In marketing the OMNIA contract vehicle to federal agencies, the SoftHQ socio-economic designations and corporate quality awards (ISO and CMMI) will be presented in all marketing approaches and materials. This will remind State purchasers that procuring through OMNIA will allow them to claim socio-economic credit during order close out.

SoftHQ is a minority-owned small business. These designations will be easily identifiable on all OMNIA marketing collateral and reinforced in interactions with prospective contracting officers. It will be emphasized that using our core service capabilities will allow eligibility for multiple socio-economic credits. Our Detailed Marketing Techniques section below gives a view of our plan for marketing of eligibility for socio-economic credits.

### ***Marketing Plan Goals***

Our experience shows that meeting marketing plan objectives requires goal setting. Our OMNIA high level goals will include:

- Meeting yearly sales goals through contracts procured using OMNIA



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

- Increasing state agency and contracting officer knowledge about our core competency IT and Non-IT services
- Improving state agency and contracting officer knowledge and understanding of the OMNIA contract vehicle
- Improving our OMNIA marketing capabilities on a year over year basis

***Contract Marketing Elements***

We will market OMNIA MSA to Participating Agencies and other state customers using the techniques shown in the below exhibit.

<b>Marketing Technique</b>	<b>Description</b>
OMNIA MSA Brochure	We will create an OMNIA specific brochure within the first two (2) months after contract award. The initial brochure will present SoftHQ as a OMNIA contract holder and the core capabilities we can immediately offer state agencies
OMNIA Printed Material and Marketing Collateral	Additional brochures and capability guides will be created for individual capability sets detailing our most successful service lines. These capability specific brochures may include the following Service: <ul style="list-style-type: none"> <li>• Administrative / Clerical / Maintenance / Utility / Light Industrial / Heavy Industrial / Legal</li> <li>• Project Management and Technical Consulting</li> <li>• Disaster Recovery and Continuity of Business Operations</li> <li>• Software Engineering and Applications Development</li> <li>• Network Engineering and Management</li> <li>• Web Services</li> <li>• Help Desk and End-User Technical Support</li> </ul>
OMNIA Sponsored Conferences and Trade Shows	As required, we will commit to having representatives attend client sponsored OMNIA program conferences. Our marketing budget includes provision for participation in client-sponsored OMNIA program conferences. We would expect to participate in all such conferences held in the continental US. Furthermore, we plan to participate in other federal contracting trade shows and similar client-specific events to promote the use of the OMNIA contract
Co-Branding with OMNIA Logo	OMNIA logo will be used in our marketing materials, pending approval from the overseeing contract Administrative Contracting Officer
SoftHQ Website	Our website – <a href="http://www.softhq.com">www.softhq.com</a> – will be updated with a section for the OMNIA contract and marketing information. Required information will include: <ul style="list-style-type: none"> <li>• SoftHQ OMNIA Contract</li> <li>• SoftHQ DUNS Number and Cage Code</li> <li>• Payment Terms</li> <li>• Contract Manager Contact Information</li> <li>• SoftHQ CCR Link</li> <li>• SoftHQ-OMNIA Website Link</li> <li>• SoftHQ's OMNIA Brochure in PDF Format</li> <li>• Additional SoftHQ OMNIA Marketing Collateral in PDF Format</li> </ul>

***Marketing Plan Timelines***

SoftHQ understands that for any marketing plan to be successful, it has to have timelines and established goals. SoftHQ will aggressively develop and implement the marketing plan to expedite

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

the use of our OMNIA contract. SoftHQ is committed to the timeline below and will dedicate and allocate the appropriate resources including the capital and people to achieve these goals.

*Year 1 Activities and Timeline*

Our 1<sup>st</sup> year marketing plan will include developing the required contract marketing elements and implementing an expanded marketing approach to sell our core capabilities under OMNIA. The first year will be divided into two categories: Start-Up Activities and Year 1 Marketing.

*Start-Up Activities Timeline*

In addition to the start-up activities shown in the below table, our assigned marketing manager will oversee the following OMNIA marketing program deliverables and activities:

- Produce a finalized OMNIA comprehensive marketing plan
- Finalize a new website section dedicated to marketing OMNIA services
- Create final versions of all standard brochures, presentations and printed marketing materials
- Begin the process of contacting state agencies and contracting officers with OMNIA focused marketing materials
- Attend OMNIA required meetings and present SoftHQ at state contracting tradeshow as a OMNIA contract holder
- Develop a marketing database containing state agency customer and contracting agency contract information for use over the OMNIA contract term

Marketing Activity or Deliverable	Post Award Execution Time
Update SoftHQ website with basic OMNIA contract information	+14 days
Create draft OMNIA basic marketing brochures	+ 45 days
Gain approval of OMNIA logo usage from Administrative Contracting Officer	+60 days
Develop state agency and contractor mailing lists	+60 days
Develop core competency specific marketing collateral	+90 days
Update SoftHQ website with additional OMNIA material, content and marketing collateral links	+90 days
Begin active marketing campaign by sending OMNIA marketing collateral to agencies and contracting officers	+120 days

After Year 1 of the OMNIA contract, we will perform an evaluation of the marketing plan to determine its successes and failures. The marketing plan will be adjusted before Year 2 begins. This marketing plan refinement will be a standard process for each contract year.

*Ongoing Years 2 – 4 Activities and Timelines*

The ongoing marketing campaign will be performed throughout the OMNIA contract lifespan. This process will include a constant re-evaluation of marketing techniques and approaches to ensure our marketing budgets are being used in a method producing a high return on investment. The following section outlines the planned marketing approaches that will be enacted during the first year and which programs are anticipated to be used in continuing years. As the marketing program matures, marketing techniques will be added or dropped based on their effectiveness.



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

*Detailed Marketing Techniques*

Analyzing the government marketplace is an essential element to targeting core competency sales within regions or to specific agencies.

*Needs Assessment*

As part of our research, we conduct a needs assessment of our audience made up of state agencies requiring IT and Non-IT services in our targeted geographical areas. We will strive to obtain a clearer understanding of the types of staffing services and project services contracting officers are most likely to need. For example:

- What are the biggest staffing challenges faced by state agencies / participating agencies?
- Which staffing requirements are in the highest demand by state agencies / participating agencies?
- What SoftHQ's core capabilities are most desirable in today's government marketplace?

After determining agency and contracting officers' core needs, we will be able to tailor our OMNIA marketing effort with those services in mind.

*Marketing Contact Lists and Databases*

Our marketing plan will create a current list of contracting officers within targeted agencies and geographical regions. The goal is to develop a list of over 50 contracting officers within the first year. This list will include names, agency supported, phone number, mailing address and email addresses.

We will leverage our ISO/CMMI to target all civilian, defense, and intelligence agencies; however, SoftHQ will initially focus on the state agencies where we currently have prime or subcontract relationships. This process will result in the development of a state Contracting/Purchasing Officer database. The list will be maintained throughout the OMNIA contract.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)

**OMNIA PARTNERS EXHIBITS**  
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and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

Please refer to the above Question's answer.

- 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.

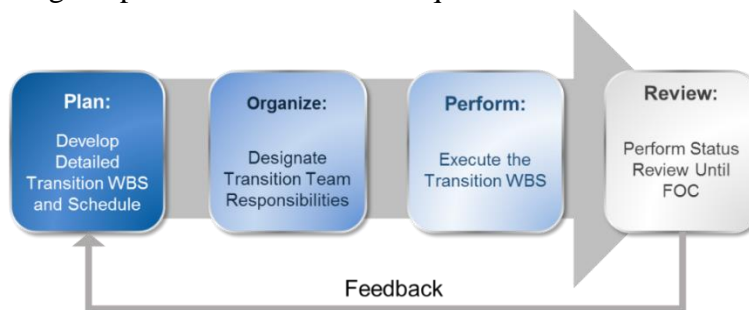
Mission support of this nature is the necessity to maximize productivity and ensure quality, relies on support for the Professional Staffing Services that include centralized acquisition management of enterprise-level, human resource, knowledge-based services and training to respective stakeholders of the client, which SoftHQ delivers; while, also implementing efficiencies to streamline transition timelines. In response to transition challenges, SoftHQ provides a seamless contract transition with no impact to mission schedules, deliverables, releases, or steady state operation. Our Transition Plan is comprehensive and offers the following benefits:

- A Transition Oversight Committee of key Program/Technical and corporate experts
- Detailed schedule that does not conflict with ongoing functions
- Immediate knowledge capture from incumbent minimize learning curve at contract start

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

- Information sharing and continuous communication and coordination with client's COR/CO/Purchasing Officer during transition to assess progress and promptly mitigate risks

Understanding that transition is one of the most crucial phases of a contract, SoftHQ developed an innovative approach to transition plan. While we recognize that every client has unique requirements that must be accounted for transition, our innovative solution can be applied as a base, then augmented with specific and cultural client requirements. As we do with all of the transitions that we lead, SoftHQ will manage the transition as a project, using our transition management approach of “plan, organize, perform, and review,” as shown in the below image, based on PMBoK best practices. With the help of our innovative approach, we will develop the below transition plan that makes sense in the client's environment and organize the team to efficiently implement the transition plan. We will accomplish the plan by reviewing progress and outcomes and adjusting the plan when and where required.



The formal contract transition period of transferring performance responsibility from the incumbent to SoftHQ is stabilizing and base-lining service operations and preparing for full functionality under this performance-based agreement will occur over a 30-day period. SoftHQ's Transition-In Plan is founded on three keys to mutual success: specific methods that will be used to attain levels of performance required by the contract, strategies for achieving a greater level of capability through partnering, and details of the various plan elements that will ensure a smooth phase-in.

- 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.

Yes, SoftHQ confirms that it will provide its high-definition logo to OMNIA Partners and provides permission for reproduction of our logo in marketing communications and promotions. Also, we acknowledge that use of OMNIA Partners logo requires permission for reproduction.

- 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:

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

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Please refer to the Question A's answer.

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

Please refer to the Question A's answer.

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

For all the above, SoftHQ appoints a Single Point of Contact, as listed below:

**Name:** Kranti Ponnam

**Title:** President

**Email:** [rfp@softhqinc.com](mailto:rfp@softhqinc.com) / [kranti@softhqinc.com](mailto:kranti@softhqinc.com)

**Phone:** (858) 658-9200

**Fax:** (858) 225-6834

**Cell:** (847) 513-2999

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.

Please refer to the Question A's answer and G's answer.

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

Please refer to the Question A's answer.

- 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.

Please refer to the Question A's answer.

- 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.

This information will be provided post contract award.

- 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.

No limitations.

- 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.

This can be negotiated or discussed post contract award.

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

**OMNIA PARTNERS EXHIBITS**  
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- 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.

SoftHQ agrees to utilize the above four (4) strategies as and when such scenarios happen.



## ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this 30<sup>th</sup> day of Oct 20<sup>19</sup>, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), and \_\_\_\_\_ (“Supplier”).

### RECITALS

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

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

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

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

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

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

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



## **DEFINITIONS**

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

## **TERMS AND CONDITIONS**

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

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

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

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

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

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY



WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

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

### **NATIONAL PROMOTION**

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

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

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

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

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

## GENERAL PROVISIONS

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

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

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

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

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

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



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

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

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

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

**[INSERT SUPPLIER ENTITY NAME]**

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

Signature	_____
Kranti Ponnam	_____
Name	_____
President	_____
Title	_____
10/30/2019	_____
Date	_____

Signature	_____
Sarah Vavra	_____
Name	_____
Sr. Vice President, Public Sector	_____
Contracting	_____
Title	_____
Date	_____

# **ADMINISTRATION AGREEMENT**

## **Exhibit A**

### **Master Agreement**

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

# ADMINISTRATION AGREEMENT

## Exhibit B

### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

### RECITALS

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

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

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

**Exhibit B, continued**

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

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

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

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

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

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

**Exhibit B, continued**

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

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

_____
Authorized Signature
Kranti Ponnamm
_____
Name
President / SoftHQ, Inc.
_____
Title and Agency Name
10/30/2019
_____
Date

_____
Signature
Sarah E. Vavra
_____
Name
Sr. Vice President, Public Sector Contracting
_____
Title
_____
Date



## ADMINISTRATION AGREEMENT

## Exhibit C

# CONTRACT SALES REPORT

The following Contract Sales Report is to be submitted in Microsoft Excel

[illegible]

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

**Exhibit D**

**ACH Payment Information**

**Payee Information:**

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

(866) 408-3077

**Financial Institution Information:**

**ACH Information For:** OMNIA Partners, Public Sector

**Bank Name:** Fifth Third Bank

**ACH Routing Transit Number:** 064103833

**Account Number:** 7362195757

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

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

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does offeror agree? YES \_\_\_\_\_ **KP** \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ **KP** \_\_\_\_\_ Initials of Authorized Representative of

## OMNIA PARTNERS EXHIBITS

### EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

offeror

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

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

## OMNIA PARTNERS EXHIBITS

### EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

**Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

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

Does offeror agree? YES \_\_\_\_\_ **KP** \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ **KP** \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ **KP** \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

## OMNIA PARTNERS EXHIBITS

### EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ KP \_\_\_\_\_ Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES \_\_\_\_\_ KP \_\_\_\_\_ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES \_\_\_\_\_ KP \_\_\_\_\_ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES \_\_\_\_\_ KP \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ KP \_\_\_\_\_ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES \_\_\_\_\_ KP \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Offeror's Name:  
SoftHQ, Inc.

Address, City, State, and Zip Code:  
6494 Weathers Place Suite 200 San Diego CA 92121

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

Phone Number: (858) 658-9200 \_\_\_\_\_ Fax Number:  
(858) 225-6834 \_\_\_\_\_

Printed Name and Title of Authorized  
Representative: Kranti Ponnani / President \_\_\_\_\_

Email Address:  
rfp@softhqinc.com / kranti@softhqinc.com \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: 10/30/2019 \_\_\_\_\_



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

**NEW JERSEY BUSINESS COMPLIANCE**

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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

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

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

DOC #1

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

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

**Company Name:** SoftHQ, Inc.

**Street:** 6494 Weathers Place Suite 200

**City, State, Zip Code:** San Diego CA 92121

**Complete as appropriate:**

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

**OR:**

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

**OR:**

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

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

Name	Address	Interest
Kranti Ponnam	6494 Weathers Place Suite 200 San Diego CA 92121	70%
Anil Sunkara	6494 Weathers Place Suite 200 San Diego CA 92121	30%

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

10/30/2019

**Date**

President

**Authorized Signature and Title**

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

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** SoftHQ, Inc.

**Street:** 6494 Weathers Place Suite 200

**City, State, Zip Code:** San Diego CA 92121

**State of** California

**County of** San Diego

I, Kranti Ponnam of the San Diego  
*Name City*

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

I am the President of the firm of SoftHQ, Inc.  
*Title Company Name*

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

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

SoftHQ, Inc.  
*Company Name*

[Signature] President  
*Authorized Signature & Title*

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Diego

Subscribed and sworn to (or affirmed) before me

on this 23rd day of October, 2019  
 by Date Month Year

(1) Kranti Ponnamm

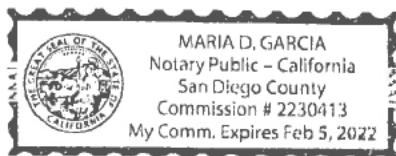
(and (2) \_\_\_\_\_),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Signature

Maria D. Garcia  
 Signature of Notary Public



Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

OmniaPartners Exhibits

Title or Type of Document:

Exhibit G-New Jersey Business Compliance Non-Collusion Affidavit

Document Date:

N/A

Number of Pages:

1 Pg

Signer(s) Other Than Named Above:

N/A

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

DOC #3

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

**Company Name:** SoftHQ, Inc.  
**Street:** 6494 Weathers Place Suite 200  
**City, State, Zip Code:** San Diego CA 92121

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

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

OR

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

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

10/30/2019

***Date***

President

***Authorized Signature and Title***

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 27-1798370	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 470			
4. COMPANY NAME SoftHQ, Inc.					
5. STREET 6494 Weathers Place Suite 200	CITY San Diego	COUNTY San Diego	STATE CA	ZIP CODE 92121	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				96	
10. PUBLIC AGENCY AWARDDING CONTRACT					
Univ of California		CITY Oakland	COUNTY Oakland	STATE CA	ZIP CODE 94607
Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	5	3	2				3					2	
Professionals	26	14	12				12	2				7	5
Technicians	30	20	10					20					10
Sales Workers													
Office & Clerical	15	5	10				5					10	
Craftworkers (Skilled)													
Operatives (Semi-skilled)	20	15	5					15					5
Laborers (Unskilled)													
Service Workers													
TOTAL	96	57	39				20	37				19	20
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 10 23 2019
13. DATES OF PAYROLL PERIOD USED From: 10/01/2019 To: 10/31/2019		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Kranti Ponnam	SIGNATURE	TITLE President	DATE MO DAY YEAR 10 30 2019		
17. ADDRESS NO. & STREET 6494 Weathers Place Suite 200	CITY San Diego	COUNTY San Diego	STATE CA	ZIP CODE 92121	PHONE (AREA CODE, NO., EXTENSION) 858 - 658 - 9200

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

DOC #3, continued

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

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

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

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

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

---

Signature of Procurement Agent

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

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.



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

Doc #4, continued **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

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

**Part I – Vendor Information**

Vendor Name:	SoftHQ, Inc.		
Address:	6494 Weathers Place Suite 200		
City:	San Diego	State: CA	Zip: 92121

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

_____	Kranty Ponnam	President
Signature	Printed Name	Title

**Part II – Contribution Disclosure**

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

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

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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

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

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

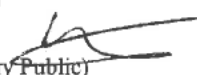
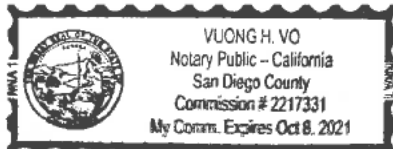
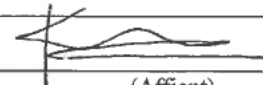
☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

**Stockholders:**

Name: Kranti Ponnam	Name: Anil Sunkara
Home Address:	Home Address:
6494 Weathers Place Suite 200 San Diego CA 92121	6494 Weathers Place Suite 200 San Diego CA 92121
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>30th</u> day of <u>October</u> , <u>2019</u>  (Notary Public) My Commission expires: <u>Oct 8, 2021</u>		 (Affiant) <u>Kranti Ponnam / President</u> (Print name & title of affiant) (Corporate Seal)
--	---	---

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

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: RFP# AM-2019-1-TEMP Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Kranti Ponnam

Signature: \_\_\_\_\_

Title: President

Date: 10/30/2019

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

DOC #7

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

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

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



02/20/13

Taxpayer Identification# 271-798-370/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

**SOFTHQ INC.**

ADDRESS:

**6494 WEATHERS PL SUITE-200  
SAN DIEGO CA 92121**

EFFECTIVE DATE:

**02/14/13**

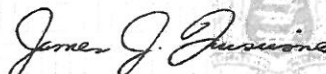
TRADE NAME:

SEQUENCE NUMBER:

**1774169**

ISSUANCE DATE:

**02/20/13**



Director  
New Jersey Division of Revenue

FORM-BRC

(04-00), B205840V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



Clarification of response to national program. Due EOD, Friday, December 13, 2019

Please elaborate further on the following:

1. What experience does your company have in the public sector (non-Federal) sector (i.e. State, City, Local, K-12, Non-profit, Higher Education, etc)?

SoftHQ successfully delivered 20+ on-call Staffing/Personnel Services contracts with efficient and skilled staff for several public-sector agencies such as United Nations – NY, Los Angeles County Department of Building and Safety, City of Los Angeles Department of City Planning, Employment Development Department – State of California, Monroe County – NY, Miami Dade County Public School – Florida, Commonwealth of Pennsylvania, Massachusetts Department of Environmental Protection, and New York State Information Technology Services Disability and Aging Cluster to name a few. We provided skilled personnel who provided support in accordance with the agencies' requirements. Below **Exhibit 1** provides an overview of SoftHQ's successfully completed and on-going Staffing projects on sizeable Contracts:

Client	Type of Service	PoP
Los Angeles County Department of Building and Safety	Temporary Staffing Services	Sep 2013 – Sep 2014
Los Angeles Department of City Planning	IT Support Staffing Services	Dec 2013 – Dec 2015
Employment Development Department (EDD) – CA	Temporary Staffing Services	Mar 2012 – Feb 2015
Department of Resources Recycling and Recovery (CalRecycle), CA	IT Prof. and Managed Services	Dec 2011 – Dec 2016
Los Angeles Housing and Community Investment Department	Temporary Staffing Services	Jan 2018 – Jan 2021
City of Irvine, CA	IT Support Services	Oct 2017 – Sep 2020
Orange County Sanitation Department, CA	Temporary Staffing Services	Jun 2018 – May 2023
San Mateo County Transit District and JPB, CA	On-Call IT Professional Services	Aug 2018 – Jul 2023
County of San Luis Obispo, CA	IT Business Analysis	Aug 2018 – Jul 2020
City of Murrieta, CA	Temporary Staffing Services	Aug 2018 – Jul 2021
Metropolitan Water District of Southern California	Agency Temporary Services	Oct 2018 – Sep 2021
Sonoma County Water Agency, CA	Temporary Staffing Services	Mar 2019 – Feb 2024
Santa Clara County, CA	Healthcare IT Support Services	Apr 2019 – Mar 2024
North County Transit District, CA	IT Staffing Services	Apr 2019 – Mar 2022
NYS Office of IT Services Disability and Aging Cluster	IT Engineering Services	Sep 2016 – Sep 2018
United Nations, New York City, NY	IT and Admin Services	Sep 2012 – Sep 2015
Erie County in Buffalo, NY	IT Professional Services	Feb 2011 – Jan 2014
Monroe County in NY	IT Prof. and O&M Services	Mar 2011 – Mar 2013
Capital District Transportation Authority, NY	Information Technology Services	Jun 2018 – May 2023
Commonwealth of Pennsylvania in PA	IT Support Services	May 2012 – Apr 2015
The School District of Philadelphia	Temporary Staffing for Professional Services	Dec 2018 – Nov 2021
Massachusetts Department of Environmental Protection	Temporary Staffing Services	Sep 2012 – Present
City of Toledo in OH	IT Support Services	Jan 2013 – Dec 2014
Arizona State University, AZ	Temporary Staffing Services	May 2016 – Present
City of Buckeye, AZ	On-Call IT Design, Support and Installation Services	Aug 2018 – Jul 2023
City of Phoenix, AZ	IT Professional Services	Jul 2019 – Jun 2020
Laramie County School District in WY	Temporary Staffing Services	Jun 2011 – May 2014
Miami Dade County Public School in Miami, FL	Temporary Staffing Services	Jan 2013 – Dec 2014

Client		Type of Service	PoP
Collier County, FL		Temporary Staffing Services	Oct 2017 – Sep 2019
State of Idaho Department of Health and Welfare		IT Professional Services	Sep 2016 – Sep 2017
Federal Home Loan Bank of Dallas, TX		Temporary Staffing Services	Jun 2018 – Present
Lower Colorado River Authority, TX		IT Managed Services	Sep 2018 – Aug 2022
San Antonio Water System, TX	Information Technology Consulting and Technical Support Services Task Order Contracts		May 2018 – Apr 2023
Houston Independent School District, TX		IT Contractors	May 2019 – Apr 2024
Houston Independent School District, TX		IT Recruiting Services	Jun 2019 – May 2024
World Bank		IT Support Services	Jan 2018 – Apr 2019
Clark County in Las Vegas NV		IT Services	Aug 2011 – Jul 2013
City of Henderson, NV	Information Technology Staffing Services		Jun 2019 – May 2024
Missouri Department of Transportation		Temporary Staffing Services	Aug 2017 – Jul 2020
City of Stillwater, OK		Temporary Staffing FY19	Jul 2018 – Jun 2021
City of Chesapeake, VA		Temporary Staffing Services	Nov 2018 – Oct 2021
Fauquier County, VA	IT Consulting Services On-Call/As Required Services		Sep 2018 – Aug 2022
Hennepin County, MN	IT Consulting Services Program		Nov 2018 – Oct 2021
State of Maryland Department of Education		Temporary Help Services	Oct 2018 – Sep 2021
Newberry County School District, SC		IT Temporary Professional	Sep 2018 – Aug 2021
City of Everett, Washington – Community Transit		On-Call IT Consulting Services Roster	Nov 2018 – Oct 2021
State of Vermont – Dept of Buildings and General Services		Retainer Contract Opportunity for IT Services	Mar 2019 – Feb 2022
State of Kansas Department of Administration		Information Technology Services	May 2019 – Apr 2024
Douglas County School District RE1, CO		IT Staff Augmentation	Jul 2019 – Jun 2022

**Exhibit 1: SoftHQ's Snapshot of Past Experiences**

2. How many agencies (on average do you serve per year)?

Approximately 10 State agencies in an year.

3. What is the average length of assignment for your workers in the public sector?

The average length of assignment varies from 6 months – 2 years.

4. What percentage of your business in the public sector is IT, Engineering, Administrative Clerical, Industrial & Other?

a. What is the top category listed as “other”?

- Information Technology : 51%
- Engineering : 09%
- Administrative Clerical : 27%
- Industrial : 03%
- Other :
- Finance / Accounting : 10%

5. How would you intend to promote an OMNIA Partners award on a national basis?

SoftHQ will pursue a highly focused, actionable, and measurable strategy aimed at maximizing the business potential and growth of OMNIA with “Wins” for Participating Agencies, and other State agencies. Our strategy has three basic goals, including win new customers for OMNIA and SoftHQ, win back customers who have migrated to other vehicles, and win over customers from competing Master Contracts / MSAs. Our strategy focuses on expanding tasks within existing customer agencies, including

Participating Agencies (vertical expansion), capturing new tasks with new customer agencies (horizontal expansion), and striving to bring key program re-competes to the vehicle. We will partner with OMNIA and work in tandem with our Government customers.

SoftHQ has a team of professionals, identified by position in the below table, who will actively participate in the marketing and promotional activities of the OMNIA contract.

Personnel	Responsibility for Marketing and Promoting OMNIA
Account Manager, Mr. Kranti Ponnamm	<ul style="list-style-type: none"> <li>• Responsible for the overall performance of the OMNIA contract</li> <li>• Sets strategic direction for marketing and promotional activities associated with the OMNIA contract</li> <li>• Applies industry lessons learned from participation in the various MSAs industry advisory councils, to promote OMNIA</li> <li>• Acts as the primary POC for all OMNIA contract promotion, marketing, and business capture activities</li> <li>• Performs joint marketing activities with business developers or project managers to explain benefits and ease-of-use information to the potential customers</li> <li>• Brings work to the OMNIA contract</li> <li>• Engages external resources to market the contract</li> </ul>
New Business Manager	<ul style="list-style-type: none"> <li>• Works with the AM on OMNIA contract promotion, marketing, and business capture activities</li> <li>• Performs joint marketing activities with business developers or project managers along with recognized subcontractors to explain benefits and ease-of-use information to the potential customers</li> <li>• Attends local trade shows and exhibits to promote the OMNIA contract</li> <li>• Reviews competitive data among the various MACs and GSAs to ensure that OMNIA pricing remains competitive with other similar contracts in the marketplace</li> <li>• Engages external resources to market the contract</li> </ul>
Business Developers	<ul style="list-style-type: none"> <li>• Continually promotes the OMNIA contract and SoftHQ available products, services, and solutions to potential customers</li> <li>• Brings work to the OMNIA contract</li> </ul>
Project / Task Order Managers	<ul style="list-style-type: none"> <li>• Promotes the OMNIA contract to existing customers with emerging or renewing requirements</li> </ul>
Marketing and Communication Department	<ul style="list-style-type: none"> <li>• Designs marketing campaign and collaterals for OMNIA</li> <li>• Updates and maintains the SoftHQ website to include OMNIA information</li> <li>• Participates in Government and industry trade shows independently and in coordination with Participating Agencies</li> </ul>

SoftHQ will maintain a lead registration system showing the pipeline of business opportunities that can be brought to this contract. Mr. Ponnamm, the AM, will have access to corporate resources to assist him in marketing and managing potential opportunities towards the OMNIA contract. This will enable him to bring together the right team of BD resources to develop and cultivate leads into actual work on the contract.

### ***Marketing Strategies***

SoftHQ will pursue a comprehensive and aggressive team-based, two-tier marketing approach, shown in the below table, led by Mr. Ponnamm, and designed to proactively identify TO opportunities for the contract. SoftHQ's effort will capitalize on this approach, initially concentrating on transferring expiring tasks and contracts that have reached their ceiling with current agencies.

Marketing Tier	Personnel	Activities
Tier 1: Contract Marketing	<ul style="list-style-type: none"> <li>• OMNIA AM/PM</li> <li>• Business developers</li> <li>• Support staff</li> <li>• External resource business developers</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain focus on promoting OMNIA as the preferred contract vehicle via outreach programs internally to SoftHQ and externally to potential customers</li> <li>• Develop and coordinate OMNIA promotional activities at the contractor team level and in conjunction with Participating Agencies' marketing activities</li> <li>• Coach and mentor SoftHQ members' marketing and business development (BD) staffs</li> <li>• Establish and maintain consistency in the delivery of the OMNIA messages, themes, and discriminators</li> <li>• Take the point on capture management of large, complex opportunities that require the collective resources of the team</li> </ul>
Tier 2: Solutions Marketing	<ul style="list-style-type: none"> <li>• All partners</li> </ul>	<ul style="list-style-type: none"> <li>• Aggressively promote their respective core competencies and solutions (as well as those of other team members) within their market segments</li> <li>• Promote OMNIA as the vehicle of choice for obtaining those solutions</li> </ul>

The Tier 1 Marketing Team will convene quarterly to assess and measure performance against the Marketing Plan, analyze market dynamics and develop strategic responses, identify training requirements and plan for team members' sales forces, and develop specific action plans for the penetration/capture of strategic agency/program targets. Annually (or more often if required), the Tier 1 Marketing Team will conduct sales training retreats for the team members' sales and project management staff. The training will focus on features, benefits, competitive analysis, lessons learned, and successful selling techniques and strategies for OMNIA.

On an ongoing basis, each team member will reinvest additional OMNIA funds as an indirect cost to baseline marketing initiatives, to continue to expand its marketing activities and tools in promoting OMNIA as the vehicle of choice for agencies throughout the State Government.

### ***Socio-Economic Marketing***

In marketing the OMNIA contract vehicle to federal agencies, the SoftHQ socio-economic designations and corporate quality awards (ISO and CMMI) will be presented in all marketing approaches and materials. This will remind State purchasers that procuring through OMNIA will allow them to claim socio-economic credit during order close out.

SoftHQ is a minority-owned small business. These designations will be easily identifiable on all OMNIA marketing collateral and reinforced in interactions with prospective contracting officers. It will be emphasized that using our core service capabilities will allow eligibility for multiple socio-economic credits. Our Detailed Marketing Techniques section below gives a view of our plan for marketing of eligibility for socio-economic credits.



### **Marketing Plan Goals**

Our experience shows that meeting marketing plan objectives requires goal setting. Our OMNIA high level goals will include:

- Meeting yearly sales goals through contracts procured using OMNIA
- Increasing state agency and contracting officer knowledge about our core competency IT and Non-IT services
- Improving state agency and contracting officer knowledge and understanding of the OMNIA contract vehicle
- Improving our OMNIA marketing capabilities on a year over year basis

### **Contract Marketing Elements**

We will market OMNIA MSA to Participating Agencies and other state customers using the techniques shown in the below exhibit.

Marketing Technique	Description
OMNIA MSA Brochure	We will create an OMNIA specific brochure within the first two (2) months after contract award. The initial brochure will present SoftHQ as a OMNIA contract holder and the core capabilities we can immediately offer state agencies
OMNIA Printed Material and Marketing Collateral	Additional brochures and capability guides will be created for individual capability sets detailing our most successful service lines. These capability specific brochures may include the following Service: <ul style="list-style-type: none"><li>• Administrative / Clerical / Maintenance / Utility / Light Industrial / Heavy Industrial / Legal</li><li>• Project Management and Technical Consulting</li><li>• Disaster Recovery and Continuity of Business Operations</li><li>• Software Engineering and Applications Development</li><li>• Network Engineering and Management</li><li>• Web Services</li><li>• Help Desk and End-User Technical Support</li></ul>
OMNIA Sponsored Conferences and Trade Shows	As required, we will commit to having representatives attend client sponsored OMNIA program conferences. Our marketing budget includes provision for participation in client-sponsored OMNIA program conferences. We would expect to participate in all such conferences held in the continental US. Furthermore, we plan to participate in other federal contracting trade shows and similar client-specific events to promote the use of the OMNIA contract
Co-Branding with OMNIA Logo	OMNIA logo will be used in our marketing materials, pending approval from the overseeing contract Administrative Contracting Officer
SoftHQ Website	Our website – <a href="http://www.softhq.com">www.softhq.com</a> – will be updated with a section for the OMNIA contract and marketing information. Required information will include: <ul style="list-style-type: none"><li>• SoftHQ OMNIA Contract</li><li>• SoftHQ DUNS Number and Cage Code</li><li>• Payment Terms</li><li>• Contract Manager Contact Information</li><li>• SoftHQ CCR Link</li></ul>

Marketing Technique	Description
	<ul style="list-style-type: none"> <li>SoftHQ-OMNIA Website Link</li> <li>SoftHQ's OMNIA Brochure in PDF Format</li> <li>Additional SoftHQ OMNIA Marketing Collateral in PDF Format</li> </ul>

### ***Marketing Plan Timelines***

SoftHQ understands that for any marketing plan to be successful, it has to have timelines and established goals. SoftHQ will aggressively develop and implement the marketing plan to expedite the use of our OMNIA contract. SoftHQ is committed to the timeline below and will dedicate and allocate the appropriate resources including the capital and people to achieve these goals.

### ***Year 1 Activities and Timeline***

Our 1<sup>st</sup> year marketing plan will include developing the required contract marketing elements and implementing an expanded marketing approach to sell our core capabilities under OMNIA. The first year will be divided into two categories: Start-Up Activities and Year 1 Marketing.

### **Start-Up Activities Timeline**

In addition to the start-up activities shown in the below table, our assigned marketing manager will oversee the following OMNIA marketing program deliverables and activities:

- Produce a finalized OMNIA comprehensive marketing plan
- Finalize a new website section dedicated to marketing OMNIA services
- Create final versions of all standard brochures, presentations and printed marketing materials
- Begin the process of contacting state agencies and contracting officers with OMNIA focused marketing materials
- Attend OMNIA required meetings and present SoftHQ at state contracting tradeshow as a OMNIA contract holder
- Develop a marketing database containing state agency customer and contracting agency contract information for use over the OMNIA contract term

Marketing Activity or Deliverable	Post Award Execution Time
Update SoftHQ website with basic OMNIA contract information	+14 days
Create draft OMNIA basic marketing brochures	+ 45 days
Gain approval of OMNIA logo usage from Administrative Contracting Officer	+60 days
Develop state agency and contractor mailing lists	+60 days
Develop core competency specific marketing collateral	+90 days
Update SoftHQ website with additional OMNIA material, content and marketing collateral links	+90 days
Begin active marketing campaign by sending OMNIA marketing collateral to agencies and contracting officers	+120 days

After Year 1 of the OMNIA contract, we will perform an evaluation of the marketing plan to determine its successes and failures. The marketing plan will be adjusted before Year 2 begins. This marketing plan refinement will be a standard process for each contract year.

### Ongoing Years 2 – 4 Activities and Timelines

The ongoing marketing campaign will be performed throughout the OMNIA contract lifespan. This process will include a constant re-evaluation of marketing techniques and approaches to ensure our marketing budgets are being used in a method producing a high return on investment.

The following section outlines the planned marketing approaches that will be enacted during the first year and which programs are anticipated to be used in continuing years. As the marketing program matures, marketing techniques will be added or dropped based on their effectiveness.

#### Detailed Marketing Techniques

Analyzing the government marketplace is an essential element to targeting core competency sales within regions or to specific agencies.

#### Needs Assessment

As part of our research, we conduct a needs assessment of our audience made up of state agencies requiring IT and Non-IT services in our targeted geographical areas. We will strive to obtain a clearer understanding of the types of staffing services and project services contracting officers are most likely to need. For example:

- What are the biggest staffing challenges faced by state agencies / participating agencies?
- Which staffing requirements are in the highest demand by state agencies / participating agencies?
- What SoftHQ's core capabilities are most desirable in today's government marketplace?

After determining agency and contracting officers' core needs, we will be able to tailor our OMNIA marketing effort with those services in mind.

#### Marketing Contact Lists and Databases

Our marketing plan will create a current list of contracting officers within targeted agencies and geographical regions. The goal is to develop a list of over 50 contracting officers within the first year. This list will include names, agency supported, phone number, mailing address and email addresses.

We will leverage our ISO/CMMI to target all civilian, defense, and intelligence agencies; however, SoftHQ will initially focus on the state agencies where we currently have prime or subcontract relationships. This process will result in the development of a state Contracting/Purchasing Officer database. The list will be maintained throughout the OMNIA contract.

6. Provide your plan to support agencies on a national basis from fulfillment to account management.

SoftHQ has been investing in the improvement of its process and service management and established reputation as a small business that operates with the depth and breadth of a large enterprise with a flat organization structure. From lessons learned over the last nine plus years, SoftHQ brings proven capability in conducting candidate search services for public and private sector to fulfil diverse professional solutions tailored to client requirements across administrative, business development, economic development, Engineering and planning, financial, human resources, information technology, and other administrative roles and a broad spectrum of various disciplines.

With processes appraised at Software Engineering Institute's Capability Maturity Model Integration (SEI-CMMI ML 5), and ISO 9001:2015 registration, SoftHQ invested and matured its Quality Management System (QMS) that incorporates Quality Control Plan, Quality Assurance Plan, and Quality Assurance Surveillance Plan (QCP/QAP/QASP). SoftHQ offers hands-on Temporary Personnel Services experience, access to various subject matter experts (SMEs), enterprise recruiting model, recruiting skills and scale to meet small through large staffing requests, and dedicated focus on personnel performance, along with focus on quality of results and control on cost overruns. SoftHQ has a proven formula for success and it is highly capable of meeting the required technical expertise to successfully meeting Client's requirements.

Benefits of SoftHQ's Contract Management	
<b>Program Management Office (PMO)</b>	– Focuses on performance management and improvement with centralized, dedicated resources that include quality control (QC), human resources (HR), and contracts personnel, led by a single Account Manager (AM)
<b>Contract Vehicle</b>	<ul style="list-style-type: none"> <li>▪ Streamline Acquisition through Sole Source</li> <li>▪ Ability to contract in 2 weeks</li> <li>▪ Ability to commence work in 2 weeks</li> </ul>
<b>Leveraging Team Certifications and Standardized Processes</b>	– ISO 9001:2015, ITIL v3; SEI CMMI Maturity Level 5; and PMI's PMBoK proven business practices, and processes

SoftHQ's Enterprise Service Management (ESM) framework is a key component of our Service Integration and Implementation (SI<sup>2</sup>) Methodology. Our ESM provides a comprehensive solution to defining goals and staffing resources that worked with state, local agencies, and not-for-profit authorities. Our ESM adopts ITIL v3, and ISO 9001:2015 proven practices, CMMI ML5 for process improvements, measures the current requirements through insights from the Client and other key stakeholders, and builds a tailored roadmap to meet the responsibilities of the vacant position. SoftHQ proposes to employ our ESM framework – a proven internal proprietary framework (successfully employed on over several staffing services) that provides Client's staffing program with a holistic approach to meet Client's needs aligned with the emerging potential needs of the Client. The salient features that our ESM framework focuses on are the following:

- **Customer-centric Delivery Model** – offers a truly end-to-end and customer-focused execution approach that offers a seamless combination of advisory services and personnel with technical knowledge on operating office machines delivered through onsite and offsite delivery models. Our clients view us as a true staffing partner and a one-stop shop for their complete recruitment needs
- **Staffing Partner** – understands client's most critical staffing needs and align our services and solutions accordingly. We bundle all our services into point solutions that address critical staffing needs. Our clients value this approach as SoftHQ helps them meet their end objectives, rather than being a mere service provider
- **Innovation** – continuously focuses on driving innovation and makes a significant investment in developing assets and accelerators, as well as industry-specific solutions. Our focus on a limited set of industry sectors and cutting-edge technologies gives us the advantage of added depth to our domain expertise
- **Improved Customer Service** – help the Client with models that improve overall customer satisfaction and cooperation with their customers
- **Enhanced Resource Management** – assist Client with effective stewardship of resources
- **Business Process Reengineering** – provide leadership, promote effective quality control, and implement innovative and successful acquisition to enhance visibility and success of Client



7. Provide a pricing matrix for all non-UC business for the US. *(Rates/Mark-ups may vary by geography and skill set, include wage range or actual mark-ups for a national program). Pricing may be based on UC and/or the national response pricing to negotiate services with the Participating Agencies.*

*As part of the response to a national program, respondents may consider minimum discount or not-to-exceed price offer to Participating Agencies. Respondents may also consider pricing tiers that make sense for their particular line of products and services. Respondents have the ability to detail the design of services offered. Respondents should identify the services, what is included in each service and indicate how the Respondent (proposes) to price each service. Describe the products offered, include any applicable services and fees.*

Please find the below price sheet:



Temporary Staffing  
Pricing Template\_Or