

Information Technology (IT) Security Tools RFP # 002197-SEP2020
EVENT AND PROCESS SUMMARY

A. Purpose & Objectives of the Request for Proposal (RFP)

The purpose of this Request for Proposal (the "RFP") is to invite qualified IT security tools suppliers ("Supplier(s)") to prepare and submit proposals to the University of California ("UC") to provide IT security tools and associated products and services ("IT Security Tools") in the six categories described below that will provide maximum value to the UC through enhanced technology, superior customer service, streamlined processes, and lower total cost of ownership ("Goods and Services") all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country will be able to utilize.

The overall objective of this RFP is to select a Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective and efficient procurement program for Security Tools. In addition, qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to most effectively meet national participating agencies' and the UC's, needs.

Historically, UC system-wide annual spend for IT has been ~\$600m. Security Tools has been approximately \$5 million per year through multiple Suppliers. This figure is expected to increase due to the growing and persistent cyber security threats.

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

B. Scope of Work

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

This section sets forth sufficient information to allow Suppliers to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the IT Security Tools industry to meet and exceed UC's requirements in responding to this RFP. Preference will be given to the Supplier(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

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

The scope of the RFP includes the following six categories. Interested suppliers may submit a single RFP response encompassing any one of the six categories including more than one category. The UC will review and evaluate responses per category

1. Cloud Access Security Broker (CASB)
2. Data Detection and Classification
3. Identity Management (IGA)
4. (A) Network Discovery and (B) Asset Management
5. Patch Management
6. System Incident Event Management (SIEM)

Detailed UC requirements for the six categories are found as questionnaires in the CalUsource portal referenced in section G.

Category 1 – CASB

UC is seeking CASB applications and associated products and services to help manage and protect our data stored in the cloud. We are seeking the ability to expand DLP functionality to sanctioned applications via CASB. This includes having the ability to identify sensitive information and enforce security policies both in real-time and near real-time. We are looking for a solution that has the ability to monitor user activity in sanctioned applications, scan applications to identify sensitive data at rest, and help prevent sensitive data exfiltration from cloud applications that we manage.

Category 2 – Data Detection and Classification

UC is seeking Data Detection and Classification tools and associated products and services that enable to efficiently and effectively find and classify data based on its sensitivity, PII, sensitive and other information that could be stored in hosts, database columns and rows, web applications, storage networks, and file shares.

UC's environment is characterized by data that is continuously flows between employees, necessitating a strategy that continually monitors data stores for new instances of sensitive data. Data moves among a variety of public and private storage locations, applications, and operating environments and then it is accessed by various data owners from different storage devices and platforms.

Persistent data classification ensures that no matter how many times data gets moved, copied or shared, it is categorized and tagged automatically based on sensitivity.

Category 3 – Identity Governance and Administration (IGA)

UC is seeking IGA tools and associated products and services to manage digital identity and entitlements/access rights across multiple systems and applications. UC seeks to use these tools to help ensure that only the right people get entitlements to the right resources (e.g., applications and data) at the right times for the right reasons.

In the UC environment, the determination of "right people" and "right resources" is usually driven by a combination of employment data from a shared, UC-wide HR system, student data from one or more local Student Information Systems, and potentially additional personnel data from, e.g., Patient or Guest management systems, as well as by locally managed data, ad-hoc assignments and formal approval and tracking workflows. UC is looking for systems that can provide these capabilities and can integrate with the myriad of systems that we operate.

Category 4 – (A) Network Discovery and (B) Asset Management

UC is seeking Network Discovery and associated products and services with the ability to discover all assets on a TCP/IP network using direct or indirect detection methods. It might involve the use of SNMP discovery in conjunction with TCP/IP diagnostic testing. The scope for network discovery includes that ability to detect, query and capture exhaustive attributes for devices that exist on the network. The network includes the network core, distribution network, endpoints, wireless networks, data centers, distributed networks. We are looking for Discovery tools must be able to probe via multiple network protocols and should include cloud discovery.

Our requirements for Asset Management system and associated products and services include the ability to aggregate, store and track attributes for all devices that reside on the network. This includes input from network discovery systems and other systems and network tools in order to maintain an operational Configuration Management Database (CMDB). The asset management system should be extensible to support a wide array of systems management functions. The asset management system will provide support for operations, maintenance, capacity planning, vulnerability management, and system engineering planning.

Category 5 – Patch Management

UC is seeking Patch Management and associated products and services in this category for patching computing systems, fixing vulnerabilities on our myriad software and applications that are susceptible to cyber-attacks including operating systems and first-party applications, and third party applications, across all platforms, computing architectures, and network architectures. Patch management is an essential component of maintaining the UC's security posture, continual risk reduction operations, and remediations helping us to reduce our overall security risk

Category 6 - SIEM

To support the UC mission as a world class teaching and research institution, the UC provides thousands of applications and technologies that are complex and mission-critical to the delivery of the mission. UC must ensure that these technologies are properly monitored to ensure the availability and integrity of the system and data assets. As such, UC must employ appropriate measures to monitor these assets and respond to incidents as necessary. Event data produced by the population of systems, network devices, and network traffic is immense and is not easily monitored or correlated manually. We are seeking SIEM and associated products and services designed to collect, normalize, analyze, and correlate log data from multiple sources. The result of the SIEM process is the UC Security professionals the ability to receive and respond to alerts as necessary, monitor overall system and network activity at-a-glance or in great detail, produce reports, and ultimately provide an intelligent view into the activity of the technology environment

C. Organizational Context:

University of California

The UC's fundamental mission is teaching, research, and public service. Founded as the state's first and only land grant institution in 1868, the [University of California](#) (UC) has approximately 280,000 undergraduate and graduate students, a workforce of 223,000, and is comprised of the following locations, their adjacent offices, remote offices, and defined as the following locations:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
- The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California and County Cooperative Extension offices.
- UC Hastings College of Law
- Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- Additional centers and offices as further detailed at: <http://www.universityofcalifornia.edu/uc-system/parts-of-uc>.

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

OMNIA Partners – National Program

The University of California, as the Principal Procurement Agency, defined in OMNIA Partners Exhibit A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on OMNIA Partners Exhibits, or as otherwise agreed to. OMNIA Partners Exhibits contains additional information about OMNIA Partners and the cooperative purchasing program.

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

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's

products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (OMNIA Partners Exhibits).

The estimated annual volume of IT Security Tools purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$500 million, however, no minimum or maximum volume is guaranteed to Supplier under the OMNIA Partners Master Agreement. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

To participate in the National Program, Supplier must respond to the OMNIA Partners Questionnaire that is in the RFP, including all associated Exhibits.

Line of Business (LOB) Offering

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

D. Issuing Office and Communications Regarding the RFP:

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

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

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

IT Commodity Manager contact information:

Bala Balakumar

Sr., IT Commodity Manager

E-mail: bala.balakumar@ucop.edu

Phone: 310-794-612

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

E. RFP Schedule:

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule as reflected in Timelines section in the CalUsource portal.

A Supplier may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

Pre-Proposal Conference Call:

A Pre-Proposal Conference Call will be held via Zoom as follows:

Network Discovery & Asset Management, Patch Management, SIEM
Category 4, 5 & 6 Tuesday, Oct 13th, 2020 from 10:00 – 11:30AM (PDT)
<https://UCOP.zoom.us/j/94754461649?pwd=Ui9LdHBaREhabTh1WEpWSIBOYXdHdz09>

Meeting ID: 947 5446 1649
Passcode: 279868
Call In #s are below

CASB, Data Detection and Classification, Identity Management (IGA)
Category 1, 2 & 3 Wednesday, Oct 14th, 2020 from 11:00 – 12:30PM (PDT)
<https://UCOP.zoom.us/j/92604239258?pwd=T3JmTlpEaStFWkp5SDFoWGwxUDZadz09>

Meeting ID: 926 0423 9258
Passcode: 826558

Call In #s for Zoom (both meeting)
+1 669 219 2599 US (San Jose)
+1 213 338 8477 US (Los Angeles)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 470 250 9358 US (Atlanta)
+1 646 518 9805 US (New York)

This conference call will provide Suppliers the opportunity to ask questions about the RFP, OMNIA, and the University's requirements. Attendance on the Pre-Proposal Conference Call is highly recommended for Suppliers who intend to submit a proposal. Attendance, via the conference call line must be limited to two representatives from each participating company. The instructions on how to join the Zoom meeting will be provided to Suppliers by email. Any changes to the Pre-Proposal Conference Call requirements are at the sole discretion of the University.

F. Addenda to the RFP:

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

G. Instructions for Submitting Proposals:

Proposals, in response to this RFP, must be submitted online using CalUsource (<https://calusource.net/for-suppliers/>) **no later than the time and due date reflected in the CalUsource portal.** No mailed, telephone, emailed, facsimiled, or late proposals will be considered.

Interested suppliers may submit a single RFP response encompassing any one of the six categories including more than one category. The UC will review and evaluate responses per category

RFP responses must come from the OEM pertinent to the products in a category.

In the event the OEM does not have a direct sales model with end user customers, the UC welcomes a partnership/collaboration between the OEM and a VAR designated by the OEM to serve as their fulfillment partner.

RFP responses must identify the VAR partner by name. RFP responses by section need to clearly identify whether the OEM or the VAR will be responsible for fulfillment. If an RFP response where an OEM partners with a VAR is award as a result of this RFP, then the UC needs to have an underlying agreement with the OEM in addition to the VAR(s) partner

Should the OEM's VAR partner submit the response then the response needs to include a letter of attestation from the OEM confirming the partnership

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

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

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

1. Attachments may be necessary for some questions to further clarify or illustrate a response. In those cases, please label the attachments with your company name to make it easy for the evaluators to find the referenced attachment, unless otherwise suggested in the specific questionnaire question.
2. Attachment Naming Convention:

Your Company Name_RFP Name_Questionnaire Name, Questionnaire, Question #

E.g. "XYZ Company_Office Supplies RFP_, Questionnaire-Supplier Information, #3"

3. Supplier must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.
4. Responding as simply a "Yes" to a question (Unless the response option is Yes/No) is deemed a non-response and will be evaluated as such.

5. Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, all Proposals involved in the collusive action will be rejected.
6. Suppliers must operate within the guidelines of all Federal and State Labor Codes.
7. Late proposals will not be accepted.

H. Supplier Questions:

Each Supplier is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the CalUsource" Discussion Forum" by the stated deadline. Responses to individual Supplier questions will be made available to all Suppliers that submit a notification via the CalUsource portal of their intent to bid.

I. Proposal Evaluation and Agreement Award:

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive Supplier is one whose offer satisfies the Requirements of this RFP. A responsible Supplier is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP.
2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, security, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Supplier to meet the UC's specifications.
 - 2.1. For the purpose of this RFP, Supplier responses will be evaluated using the following criteria for each of the six categories:
 - Technical, Quality, Price and National requirements 85%
 - Sustainability 15%
3. The UC at its sole discretions may elect to award one or multiple awards per category. UC reserves the right to award an OEM multiple categories.
4. The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, sandbox testing, and make any other investigations, as it deems necessary to verify the Supplier's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Supplier's ability.
5. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier is unable to provide the information or documentation within the period requested. Any submitted proposal that does fails to comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.
6. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted.

The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

7. The UC reserves the right to award an Agreement to a local-only supplier if deemed to be, solely at the discretion of the UC, in the best interests of the UC. For any local-only Agreement, the UC reserves the right to accept or reject any or all proposals, make more than one award, split the award, or make no award. The UC also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, or make no award. The UC reserves the right to award any number of local or national contracts at the same time.
8. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as, the contents of the proposal response as accepted by UC and will be in writing.

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

J. Multi-Phased Initiative:

This Initiative will consist the following separate phases:

1. Phase I- Prerequisites:

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

2. Phase II: Selection of Finalists

At the sole discretion of the UC certain categories may have a down selection methodology such that only the top suppliers per category that meet a qualitative threshold of requirements are eligible to proceed with the RFP process. Finalists will be identified based on the quality and responsiveness of the written proposals.

3. Phase III: Finalist Presentations (At UC Discretion)

- a. The top finalists resulting from Phase II will advance to Phase III.
- b. Suppliers may be requested to conduct a live presentation regarding the Suppliers' ability to provide the Services. However, the UC may determine that presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for the costs associated with the interview process.

K. Proposal Preparation Costs:

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

L. Proposal Validity Period:

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (180) days following the RFP closing date.

M. Agreement Term:

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

Initial Term and all Renewal Terms of any agreement that may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award.

N. No Mandatory Use:

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

O. Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.
2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, will be kept for a period of one (1) year from date of contract expiration or termination and made part of a file or record that shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."
3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Supplier and, on the basis of that designation, UC denies the request, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

P. Business Review/Business Reports

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

Q. Errors and Omissions:

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



The Agreement to furnish certain cloud computing services and associated products and services described herein and in the documents referenced herein (“Services”), is effective [: add agreement effective date here in the format [Month] [Date], [Year]] (“Effective Date”), and 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 [name of supplier] (“Supplier”).

1. Statement of Work

Supplier agrees to provide the Services described in the statement of work attached as Attachment A (“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 Services from Supplier.

2. Scope of Agreement

- a) If Supplier eliminates any functionality of any of the Services provided under this Agreement and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a third party), then the portion of those other or new products that contain the functionality in question, or the entire product if the functionality cannot be separated out, will be provided to UC at no additional charge and under the terms of this Agreement, including technical support. If Supplier incorporates the functionality of the Services provided under this Agreement into a newer product and continues to offer both products, UC may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost. Regardless of whether the functionality of the Services is impacted, Supplier will notify UC of any name changes in any Services within the earlier of thirty (30) calendar days of such change or thirty (30) days of when UC asks whether Supplier has made any name changes in the Services.
- b) UC and the users authorized by UC will have the right to access and use the Services at any location.

3. Rights and License In and To UC Data

- a) UC retains the right to use the Services to access and retrieve Non-public Information (as defined in the UC Appendix – Data Security and Privacy) stored on Supplier’s Services infrastructure at any time at UC’s sole discretion. If UC requests the Non-public Information from Supplier, Supplier will provide UC with copies within forty-eight (48) hours after receipt of a request from UC, and will cooperate with UC’s reasonable requests in connection with its response.
- b) UC will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement as a “work made for hire” under U.S. copyright law, and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. In the event that it is determined that the “work made for hire” doctrine does not apply to such intellectual property, Supplier agrees to assign and hereby assigns to UC all rights, title, and interest in any and all intellectual property created in the performance of this Agreement, and will execute any future assignments or other documents needed for UC to document, register, or otherwise perfect such rights.
- c) All pre-existing intellectual property of each party will remain the exclusive property of that party and, except as specifically provided in this Agreement, no party will acquire any rights or interests in the other party’s pre-existing intellectual property, except as needed to access and furnish the Services under this Agreement.

- d) For the purposes of Article 8 of Appendix – Data Security and Privacy, Supplier will return all Non-public Information to UC in a commonly used, non-proprietary, and mutually agreed upon format.

4. Service Levels

- a) Supplier represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.
- b) Supplier represents and warrants that the Services will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .01%.
- c) If the Services’ availability falls below 99.99% in any month, Supplier will provide UC with a credit of that month’s bill for Services according to the table below.

AVAILABILITY PERCENTAGE	PERCENTAGE OF CREDIT
99.60% to 99.98%	10%
99.50% to 99.59%	20%
99.01% to 99.49%	30%
97.00% to 99.00%	50%
95.00% to 96.99%	75%
Below 95.00%	100%

- d) Supplier represents and warrants that ninety-five percent (95%) of all transactions will process within no more than one (1) second, and no single transaction will take longer than five (5) seconds to process.
- e) If UC has concerns regarding Supplier’s service levels, UC may escalate these concerns to the following resource: **[insert the name of Supplier’s escalation contact, along with contact information.]**
- f) If Supplier’s system response times fall below the warranted level for two (2) or more consecutive weeks, Supplier will provide UC with a credit in the amount of twenty percent (20%) of the Services fees for that month. If Supplier’s system response times fall below the warranted level for six (6) out of eight (8) consecutive weeks, Supplier will be considered to be in default, and UC may terminate the Agreement without penalty.
- g) Supplier will provide UC with a refund for all unachieved service levels no later than the tenth (10th) business day of the month following the month in which the service levels was not achieved.
- h) Supplier will provide UC with monthly reports documenting its compliance with the service levels detailed herein. Reports will include, but not be limited to, providing the following information:
 - i) Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon service levels were not achieved;
 - ii) Average transaction processing time per week, the fastest and slowest individual transaction processing time per week, the percent of transactions processed that meet the service levels stated herein, and identification of weeks in which agreed upon service levels are not met.

- i) UC retains the right to retain a third party to validate Supplier's performance in meeting agreed upon service levels.

5. Technical Support

- a) During the term of this Agreement Supplier will provide UC with ongoing technical support for the Services at no less than the levels and in the manner(s) specified herein.
- b) Supplier may not withdraw technical support for any Service without twelve (12) months advance written notice to UC, and then only if Supplier is withdrawing technical support from all of its customers.
- c) UC acquires the right to access and use technical support acquired under this Agreement at any location.
- d) UC will receive at its option the general help desk technical support offered by Supplier to its other customers. Irrespective of Supplier's general technical support offerings, Supplier will provide UC at UC's option with the following technical support:
 - i) Supplier will provide technical support to UC for the purpose of answering questions relating to the Services, including (a) clarification of functions and features of the Services; (b) clarification of the Documentation; (c) guidance in the operation of the Services; and (d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation.
 - ii) Such assistance will be provided by Supplier twenty-four (24) hours a day, seven (7) days a week via a toll-free telephone number and live, online chat staffed by help desk technicians sufficiently trained and experienced to identify and resolve most support issues and who will respond to all UC requests for support within fifteen (15) minutes after receiving a request for assistance.
 - iii) Supplier will provide a current list of persons and telephone numbers for UC to contact to enable UC to escalate its support requests for issues that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond within the time specified herein.
 - iv) Supplier provided telephone technical support will be compliant with Section 508 of the Rehabilitation Act.
- e) The following provisions will be applicable to the correction of Services errors:
 - i) If UC detects what it considers to be an error in the Services which causes it not to conform to, or produce results in accordance with, the Documentation, then UC will by telephone or e-mail notify Supplier of the error.
 - ii) Supplier will respond within two (2) hours to UC's initial request for assistance in correcting or creating a workaround for a Services error. Supplier's response will include assigning fully-qualified technicians to work with UC to diagnose and correct or create a workaround for the Services error and notifying UC's representative making the initial request for assistance of Supplier's efforts, plans for resolution of the error, and estimated time required to resolve the error.

- iii) Within twenty-four (24) hours after UC first reports the error, Supplier will provide a correction or workaround acceptable to UC.
- f) The following provisions will set forth Supplier's obligations to provide Enhancements:
 - i) Supplier will generally enhance and improve the Services for as long as UC elects to receive and pays for the Services.
 - ii) Supplier will provide to UC during the Agreement term, (a) any and all Enhancements which it develops with respect to the Services; (b) any and all Enhancements required by federal or state governmental, or professional regulatory mandates related to UC's use of the Services; and (c) the Documentation associated with any Enhancements.
 - iii) Supplier will provide Enhancements to UC upon their general release and no later than the time when the first five percent (5%) of Supplier's customers receive those Enhancements.
 - iv) Except as otherwise provided in a signed addendum to this Agreement, nothing herein will obligate Supplier to enhance the Services in any particular respect or on any particular date. The decision as to whether and/or when, to enhance the Services will be within Supplier's discretion.
- g) Supplier will provide UC with ninety (90) calendar days advance written notice of proposed product changes as well as product road maps relating to the Services provided to UC under this Agreement.

6. Term of Agreement/Termination

- a) The initial term of this Agreement will be from [Date] and through [Date] and is subject to earlier termination as provided below.
- b) UC may, in its sole discretion, opt to renew for three (3) successive one (1)-year periods (each, a Renewal Term) unless this Agreement is earlier terminated as provided below.
- c) UC may terminate this Agreement for convenience by giving Supplier at least thirty (30) calendar days' written notice.
- d) UC or Supplier may terminate this Agreement for cause by giving the other party at least 30__ 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.

7. Purchase Order

- a. Unless otherwise provided in this Agreement, Supplier may not begin providing Services until UC approves a Purchase Order for the Services.
- b. Any purchase by any UC location of the Services included in this Agreement will be covered by the terms of this Agreement.

8. Invoices and Pricing

- a) 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.]
- b. The Services will be available for UC purchase, at UC’s sole discretion, during the term of this Agreement as stated herein.
- c. Supplier warrants that the pricing for the Services is no less favorable than the pricing it extends to Supplier’s other government, non-profit and academic customers for the Services. No later than each annual anniversary of this Agreement, and within five (5) business days of any mid-term changes that Supplier makes to any of these price lists, Supplier will provide UC with copies of these price lists.
- d. All invoices must be itemized according to the Statement of Work and include the Agreement and/or Purchase Order Number, payment remittance instructions, and a description of the Services performed
- e. UC agrees to pay all net undisputed amounts due to Supplier in accordance with the Services fee schedule set forth below in Attachment B.
- f. If an invoiced amount is disputed in good faith by UC, then UC will work with the Supplier to resolve the dispute. UC may suspend the payment of all disputed amounts until the dispute is resolved. All of Supplier’s obligations will continue unabated until dispute resolution.
- g. UC payment terms are 2/10 net 30.
- h. Supplier will provide UC with quarterly monthly reports summarizing purchases made under this Agreement at no additional cost to UC.

9. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California].

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

Name			
Phone			
Email			
Address			

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

Name			
Phone			
Email			
Address			

To UC, regarding contract issues not addressed above:

Name			
Phone			
Email			
Address			

To Supplier:

Name			
Phone			
Email			
Address			

10. Insurance

Supplier must deliver the Certificate of Insurance to UC’s Buyer by mail or overnight delivery. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – [Buyer: insert Supplier name].

11. 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

12. 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.

13. Prevailing Wages

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

14. 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.

15. 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).

16. Service-Specific Provisions

- a. Additional Warranties:
 - i. Goods and/or Services Warranty. Supplier represents and warrants that the Goods and/Services provided to UC under this Agreement will conform to, be performed, function, and produce results substantially in accordance with the Documentation. Supplier will offer UC warranty coverage equal to or greater than that offered by Supplier to any of its customers.
 - ii. Third Party Warranties and Indemnities. Supplier will assign to UC all third party warranties and indemnities that Supplier receives in connection with any Services provided to UC. To the extent that Supplier is not permitted to assign any warranties or indemnities through to UC, Supplier agrees to specifically identify and enforce those warranties and indemnities on behalf of UC to the extent Supplier is permitted to do so under the terms of the applicable Third Party agreements.
 - iii. Date/Time Change Warranty. Supplier represents and warrants to UC that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes, daylight saving time changes, leap year changes and leap second changes. Supplier must repair any date/time change defects at Supplier’s sole expense.

13. Amendments to Appendix – Data Security and Privacy

14. Incorporated Documents

The following documents are incorporated and made a part of this Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement:

- a) Statement of Work – Attachment A **[TBD after negotiations]**
- b) Price Schedule – Attachment B
- c) UC Terms and Conditions of Purchase, dated _____
- d) UC Appendix – Data Security and Privacy, dated _____
- e) UC Appendix – Business Associate, dated _____

15. 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. No click-through, or other end user terms and conditions or agreements (“Additional Terms”) provided with any Services or products hereunder will be binding on UC, even if use of such Services or products requires an affirmative “acceptance” of those Additional Terms before access is permitted. All such Additional Terms will be of no force and effect and will be deemed rejected by UC in their entirety.

The Agreement is signed below by the parties’ duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

Amendment 1 to Information Technology (IT) Security Tools RFP # 002197-SEP2020

Date 11/5/20

This amendment 1 is being issued to the referenced RFP with the following five changes.

1. The Sustainability Questionnaire is being edited to reflect a Yes/No option for all the questions
 - a. If you have submitted a response, you might have to resubmit by downloading and uploading the edited Questionnaire.
 - b. If you had previously downloaded the Sustainability Questionnaire – it needs to be redownloaded
2. Category 4A Network Device Discovery Questionnaire
 - a. Question 39 is being removed. It is not being deleted to maintain the relative reference of the original questions #s. If you wish to enter a response, use ‘Not Applicable’
3. Category 4B Asset Management Tools Questionnaire
 - a. Question 23 is being removed. It is not being deleted to maintain the relative reference of the original questions #s. If you wish to enter a response, use ‘Not Applicable’
4. Category 5 Patch Management
 - a. Question 47 is being removed. It is not being deleted to maintain the relative reference of the original questions #s. If you wish to enter a response, use ‘Not Applicable’
 - b. Question 61 is being removed. It is not being deleted to maintain the relative reference of the original questions #s. If you wish to enter a response, use ‘Not Applicable’
5. Pricing IT Security Tools Questionnaire
 - a. Question 1. The price file template for SEIM is being replaced to address changes to Tab 7, Pricing Scenarios
 - b. Suppliers submitting response to the Category 6 SEIM need to use the file named “IT Sec-Cat6_SEIM_Pricing Amend1: when providing the pricing response to SEIM.



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.



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:



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.



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.



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



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 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:



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.



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

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

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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

ARTICLE 16 – COOPERATION

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

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

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

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



- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. 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



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.



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.



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

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

ARTICLE 24 - PREVAILING WAGES

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

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

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

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

ARTICLE 25 – FAIR WAGE/FAIR WORK

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



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

For Services 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/fwf-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/fwf-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/fwf-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.



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:



- 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 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, 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 in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:



- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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:

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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 \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through 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 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).

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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 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.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

K. Felony Conviction Notice: Indicate if the supplier

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

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

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

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

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.

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

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

3.3 Marketing and Sales

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

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- 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.) 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

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

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

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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

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

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

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

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the 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 shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

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

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

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

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

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

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

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

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

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

A. OMNIA Partners:

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

B. Supplier:

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

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

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

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

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

[INSERT SUPPLIER ENTITY NAME]

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

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date



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**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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

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.

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

**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

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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.

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of

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 _____ Initials of Authorized Representative of offeror

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

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

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

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

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

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

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

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 _____ Initials of Authorized Representative of offeror

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

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

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

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

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

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

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

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

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

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

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 _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name:

Address, City, State, and Zip Code:

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized
Representative: _____

Email Address:

Signature of Authorized Representative: _____ Date: _____

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
DOC #8	Equal Employment Opportunity/Affirmative Action Evidence
DOC #9	McBride Principles

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

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

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

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

_____ the bidder making this Proposal for the bid

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

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

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

Date

Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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.”

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

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

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

Offerors should submit the above form completed with their proposal.

DOC #7

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

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

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

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MCBRIDE-PRINCIPLES



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

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

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

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature

Date

Print Name and Title

OMNIA PARTNERS EXHIBITS

EXHIBIT H – OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR

Requirements for National Cooperative Contract

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

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

[Type here]

LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT

RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR

[Type here]

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT

COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOEELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR

[Type here]

BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY,
INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT
DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE
SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT,
OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION
DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT,
OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL
DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD
DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR

BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
OR
CHRISTMAS VALLEY PARK & RECREATION
DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL
DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR

[Type here]

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

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

[Type here]

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

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION
DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR

[Type here]

JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR

LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

[Type here]

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE
DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION
DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE
DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD
DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY
CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT,
OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT,
OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT,
OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR

MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT,
OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION
DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION
DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT,
OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D., OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
OR
NORTHERN WASCO COUNTY P.U.D., OR

[Type here]

NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR

POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR

[Type here]

RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR

[Type here]

SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT,
OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT,
OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT,
OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR

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

[Type here]

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

K-12 INCLUDING BUT NOT LIMITED TO:

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

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

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

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

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

HIGHER EDUCATION

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

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

STATE AGENCIES

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

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Enter your company name here: 

Product Category:

Cat 1: CASB

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_CASB_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_CASB_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_CASB_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
Option 4	Standard Education Price List
Option 5	Other (describe here)

Table of Contents <i>(Hyperlinks)</i>	Workbook Instructions
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Tab2 Implementation!A1	Implementation (list and price all components) Provide details of prepacked implementation bundles offered
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Tab5 License Pricing Tiers!A1	List volume tiers per product and discounts offered per tier. Alternatively if multiple campuses purchased at the same time, list the applicable discounts and tier
Tab6 Line of Business!A1	(A) List and describe any related products and services not included in this Request for Proposal that your firm can provide that may be of benefit to the University (B) If you are participating in the OMNIA National Program, you may offer your complete product and service offering as a line of business discount here (C) MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade
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Add as needed	Add as needed

	Product Name	Implementation Item	Description	Unit of Measure (UOM)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Standard Implantation</i>		<i>Fixed Rate</i>	<i>\$ 5,000.00</i>	<i>Included in license cost</i>
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	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (<i>in years</i>)	Rate/per Hour (\$)	Comments
Example	<i>Project Manger 3</i>	<i>11+</i>	<i>\$ 82.00</i>	
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
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Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Node	1	to	1,000	\$ 300.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
<i>Example Tier 0</i>		<i>On-Prem</i>		<i>Physical & Virtual Servers</i>	<i>1</i>	<i>to</i>	<i>10</i>	<i>\$ 1,500.00</i>	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	Product Category	Product Description	MSRP (\$)	Discount-off MSRP (%)	Net Price (\$)	Additional Comments
<i>Example</i>	xyz		<i>Detects and eradicates unwanted internet intrusions</i>				
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Pricing Scenario	License Type	Users	Term (Years)	Cloud Apps	Support	Total Price (\$)	Comments
Scenario_1	SaaS	5,000	1	Box (5,000), O365 (5,000)	Equivalent of 24x7, 365days, 4 hr response		
Scenario_2	SaaS	15,000	3	Box (15,000), O365 (15,000)	Equivalent of 24x7, 365days, 4 hr response		
Scenario_3	OnSite Perpetual	15,000	3	Box (15,000), O365 (5,500)	Equivalent of 24x7, 365days, 4 hr response		
Scenario_4	Term	15,000	5	Box (15,000), O365 (15,00)	Equivalent of 24x7, 365days, 4 hr response		

Enter your company name here: 

Product Category:

Cat 2: Data Detection

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file " suppliername _DataD_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file " suppliername _DataD_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file " suppliername _DataD_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
Option 4	Standard Education Price List
Option 5	Other (describe here)

Table of Contents <i>(Hyperlinks)</i>	Workbook Instructions
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Add as needed	Add as needed

	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (<i>in years</i>)	Rate/per Hour (\$)	Comments
Example	<i>Project Manger 3</i>	<i>11+</i>	<i>\$ 82.00</i>	
1				
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
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Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Node	1	to	1,000	\$ 300.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
<i>Example Tier 0</i>		<i>On-Prem</i>		<i>Physical & Virtual Servers</i>	<i>1</i>	<i>to</i>	<i>10</i>	<i>\$ 1,500.00</i>	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	Product Category	Product Description	MSRP (\$)	Discount-off MSRP (%)	Net Price (\$)	Additional Comments
<i>Example</i>	xyz		<i>Detects and eradicates unwanted internet intrusions</i>				
1							
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Enter your company name here: 

Product Category:

Cat 3: Identity Governance

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_IGA_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_IGA_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_IGA_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
Option 4	Standard Education Price List
Option 5	Other (describe here)

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Tab5 License Pricing Tiers!A1	List volume tiers per product and discounts offered per tier. Alternatively if multiple campuses purchased at the same time, list the applicable discounts and tier
Tab6 Line of Business!A1	(A) List and describe any related products and services not included in this Request for Proposal that your firm can provide that may be of benefit to the University (B) If you are participating in the OMNIA National Program, you may offer your complete product and service offering as a line of business discount here (C) MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade
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Add as needed	Add as needed

	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (in years)	Rate/per Hour (\$)	Comments
<i>Example</i>	<i>Project Manger 3</i>	<i>11+</i>	<i>\$ 82.00</i>	
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

Scenario_4	Term	25,000	5	20,000	Equivalent of 24x7, 365days, 4 hr. response		
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Enter your company name here: 

Product Category:

Cat 4A: Device Discovery

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_DeviceD_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_DeviceD_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_DeviceD_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
Option 4	Standard Education Price List
Option 5	Other (describe here)

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Tab6 Line of Business'!A1	(A) List and describe any related products and services not included in this Request for Proposal that your firm can provide that may be of benefit to the University (B) If you are participating in the OMNIA National Program, you may offer your complete product and service offering as a line of business discount here (C) MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade
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Add as needed	Add as needed

	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (in years)	Rate/per Hour (\$)	Comments
Example	Project Manger 3	11+	\$ 82.00	
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
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Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

Pricing Scenario	License Type	Nodes	Term (Years)	Deployment	Support	Total Price (\$)	Comments
Scenario_1	SaaS	5,000	1	Virtual Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_2	SaaS	15,000	3	Virtual Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_3	Onsite Perpetual	15,000	3	Physical On Premise Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_4	Term	15,000	5	Physical On Premise Deployment	Equivalent of 24x7, 365days, 4 hr. response		

Enter your company name here: 

Product Category:

Cat 4B: Asset Mgmt.

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_AssetM_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_AssetM_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_AssetM_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
Option 4	Standard Education Price List
Option 5	Other (describe here)

Table of Contents <i>(Hyperlinks)</i>	Workbook Instructions
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Add as needed	Add as needed

	Product Name	Implementation Item	Description	Unit of Measure (UOM)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Standard Implantation</i>		<i>Fixed Rate</i>	<i>\$ 5,000.00</i>	<i>Included in license cost</i>
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	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (in years)	Rate/per Hour (\$)	Comments
<i>Example</i>	<i>Project Manger 3</i>	<i>11+</i>	<i>\$ 82.00</i>	
1				
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Node	1	to	1,000	\$ 300.00	
Tier 1						to			
Tier 2						to			
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		On-Prem		Physical & Virtual Servers	1	to	10	\$ 1,500.00	
Tier 1						to			
Tier 2						to			
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	Product Name	Product Category	Product Description	MSRP (\$)	Discount-off MSRP (%)	Net Price (\$)	Additional Comments
Example	xyz		<i>Detects and eradicates unwanted internet intrusions</i>				
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Pricing Scenario	License Type	Nodes	Term (Years)	Deployment	Support	Total Price (\$)	Comments
Scenario_1	SaaS	5,000	1	Virtual Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_2	SaaS	15,000	3	Virtual Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_3	Onsite Perpetual	15,000	3	Physical On Premise Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_4	Term	15,000	5	Physical On Premise Deployment	Equivalent of 24x7, 365days, 4 hr. response		

Enter your company name here: 

Product Category:

Cat 5: Patch Mgmt

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_Patch_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_Patch_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_Patch_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
Option 4	Standard Education Price List
Option 5	Other (describe here)

Table of Contents <i>(Hyperlinks)</i>	Workbook Instructions
Tab1_Products,Licenses&Drivers!A1	(A) Name all the products whose functionality is being included in response to the technical questionnaire for this product category; (B) List each and all the components that determine how you quote a price for products listed; (C) List all licensing models including but not limited to (SaaS, Perpetual, Term, On-Prem).
Tab2_Implementation!A1	Implementation (list and price all components) Provide details of prepacked implementation bundles offered
Tab3_Maintenance & Support!A1	List all maintenance & support options offered and price each accordingly
Tab4_Professional Services!A1	List Professional Services (Rate Card with): (1) job title, (2) experience (in years), (3) hourly rate. If you offer prepackaged Professional Services as a bundle list them here with their applicable discounts
Tab5_License Pricing Tiers!A1	List volume tiers per product and discounts offered per tier. Alternatively if multiple campuses purchased at the same time, list the applicable discounts and tier
Tab6_Line of Business!A1	(A) List and describe any related products and services not included in this Request for Proposal that your firm can provide that may be of benefit to the University (B) If you are participating in the OMNIA National Program, you may offer your complete product and service offering as a line of business discount here (C) MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade
Tab7_Pricing Scenarios!A1	This tab provides a list of hypothetical price drivers in this category. Some of these drivers might not be applicable to your pricing model. Based on the provided drivers, indicate a price for the various scenarios. The UC needs the ability to validate the pricing provided by you in each of the scenarios to the information you provide in the other applicable tabs in this price file.
Add as needed	Add as needed

	Product Name	Implementation Item	Description	Unit of Measure (UOM)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Standard Implantation</i>		<i>Fixed Rate</i>	<i>\$ 5,000.00</i>	<i>Included in license cost</i>
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	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (in years)	Rate/per Hour (\$)	Comments
<i>Example</i>	<i>Project Manger 3</i>	<i>11+</i>	<i>\$ 82.00</i>	
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
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Tier 7						to			
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Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Node	1	to	1,000	\$ 300.00	
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Tier 4						to			
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Tier 7						to			
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Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		On-Prem		Physical & Virtual Servers	1	to	10	\$ 1,500.00	
Tier 1						to			
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Tier 4						to			
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Tier 8						to			
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	Product Name	Product Category	Product Description	MSRP (\$)	Discount-off MSRP (%)	Net Price (\$)	Additional Comments
Example	xyz		<i>Detects and eradicates unwanted internet intrusions</i>				
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Pricing Scenario	License Type	Devices	Term (Years)	Deployment	Support	Total Price (\$)	Comments
Scenario_1	SaaS	15,000	1	Virtual Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_2	SaaS	25,000	3	Virtual Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_3	Onsite Perpetual	25,000	3	Physical On Premise Deployment	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_4	Term	25,000	5	Physical On Premise Deployment	Equivalent of 24x7, 365days, 4 hr. response		

Enter your company name here: 

Product Category:

Cat 6: SEIM

Submit one (1) price file per category	When submitting:
When responding to question 1 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_SIEM_uc_rfp"
If responding to question 2 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_SIEM_national"
When responding to question 3 in the Pricing - IT Security Tools Questionnaire	Rename the file "suppliername_SIEM_edu"

RFP Offering	RFP Price List
Option 1	Discounted Education Price List
Option 2	Standard Education Price List
Option 3	Discounted Standard Price List
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Tab6_Line of Business'!A1	(A) List and describe any related products and services not included in this Request for Proposal that your firm can provide that may be of benefit to the University (B) If you are participating in the OMNIA National Program, you may offer your complete product and service offering as a line of business discount here (C) MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade
Tab7_Pricing Scenarios'!A1	This tab provides a list of hypothetical price drivers in this category. Some of these drivers might not be applicable to your pricing model. Based on the provided drivers, indicate a price for the various scenarios. The UC needs the ability to validate the pricing provided by you in each of the scenarios to the information you provide in the other applicable tabs in this price file.
Add as needed	Add as needed

	Product Name	Implementation Item	Description	Unit of Measure (UOM)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Standard Implantation</i>		<i>Fixed Rate</i>	<i>\$ 5,000.00</i>	<i>Included in license cost</i>
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	Product Name	Maintenance or Support Item	Description	Unit of Measure (UOM)	Included in Product Price? (Yes/No)	Price/per UOM (\$)	Comments
<i>Example</i>	<i>CyberBlaster</i>	<i>Maintenance</i>		<i>Annual</i>	<i>No</i>	<i>\$ 1,000.00</i>	
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	Job Title	Experience (in years)	Rate/per Hour (\$)	Comments
<i>Example</i>	<i>Project Manger 3</i>	<i>11+</i>	<i>\$ 82.00</i>	
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	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		User	1	to	25	\$ 500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Terabyte	1	to	10	\$ 250.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
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Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		SaaS		Node	1	to	1,000	\$ 300.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	License Model	Description	Unit of Measure (UOM)	Min	to	Max	Price per/Tier (\$)	Comments
Example Tier 0		On-Prem		Physical & Virtual Servers	1	to	10	\$ 1,500.00	
Tier 1						to			
Tier 2						to			
Tier 3						to			
Tier 4						to			
Tier 5						to			
Tier 6						to			
Tier 7						to			
Tier 8						to			
Tier 9						to			
Tier 10						to			

	Product Name	Product Category	Product Description	MSRP (\$)	Discount-off MSRP (%)	Net Price (\$)	Additional Comments
Example	xyz		<i>Detects and eradicates unwanted internet intrusions</i>				
1							
2							
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Pricing Scenario	License Type	Users	Term (Years)	Ave. Events Per Second	Support	Total Price (\$)	Comments
Scenario_1	SaaS	5,000	1	350	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_2	SaaS	15,000	3	500	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_3	Onsite Perpetual	15,000	3	500	Equivalent of 24x7, 365days, 4 hr. response		
Scenario_4	Term	15,000	5	500	Equivalent of 24x7, 365days, 4 hr. response		

Web Accessibility Requirements for University of California RFPs

Revised October 18, 2018

Per the [UC Information Technology Accessibility Policy](#), the University of California (UC) is committed to creating an accessible IT environment, particularly for individuals with disabilities. UC strives to comply with the [WCAG 2.0 level AA standards](#).

Bids to UC for web-based products or services must demonstrate how these products/services are accessible to individuals with disabilities and/or how they comply with [WCAG 2.0 level AA standards](#).

Additional information about WCAG 2.0 level AA standards can be found on the [WebAIM website](#).

Web Accessibility Assessment Form. Based on WCAG 2.0 AA standards, this form renders the standards in plain English, and consolidates a number of them, to help both suppliers and reviewers more easily assess the current accessibility of the products or services. Please complete the entire form, entering N/A where certain aspects do not apply to your product or service.

WCAG 2.0 AA Standard	Do you comply with this standard?	If you do not currently comply, describe plans and timelines for achieving compliance.
1 Text Alternatives 1.1.1: Provide alt attributes for meaningful images. An alt attribute is a short description of an image that a screen reader can "read" to the user.		
2 Pre-recorded Media 1.2.1, 1.2.2, 1.2.3, and 1.2.4: Provide transcripts and synchronized captions for all media with audio content. Also provide an audio description for videos with content that is not described in the audio, for example, charts that appear on the screen but are not described in the audio.		
3 Live-Streamed Media 1.2.4: Use real-time captioning for all live-streamed media with audio content.		
4 Good Code 1.3.1, 1.3.2, 2.4.3, and 4.1.1: Use good semantic structure and syntax to enable the user to access all information and navigate the page in a logical manner.		
5 Sensory Characteristics 1.3.3: Do not provide instructions that refer solely to visual location or orientation, such as "the blue box on the top left," or solely use sound, color, or other sensory characteristics.		
6 Use of Color 1.4.1: Do not rely on color to convey meaning. Color-blind users may have trouble with a website if color is used to convey important information. Required fields should not be indicated only with color.		
7 Audio Control 1.4.2: Provide a way for users to control audio independent of the computer audio setting. A screen reader user may not be able to hear the screen reader over the audio the application is generating.		
8 Contrast 1.4.3: Ensure appropriate color contrast so that content can be read by people with visual impairments.		
9 Resize Text 1.4.4: Define text using em, not pt or px, to ensure it is resizable.		
10 Images of Text 1.4.5: Do not create graphics that look like text, instead use text and style it with CSS.		
11 Keyboard 2.1.1 and Bypass Blocks 2.4.1: Make sure all website functionality is available via keyboard navigation. Also, provide a means for users to skip over repetitive sections of the site.		
12 No Keyboard Trap 2.1.2: Ensure there are no keyboard traps. This occurs when the user can get to a certain point with the keyboard, but then can't access the rest of the website.		
13 Timing Adjustable 2.2.1: Provide sufficient time for users to respond to timed content and provide users the ability to extend the time if necessary.		
14 Pause, Stop, Hide 2.2.2: Enable the user to control the movement, blinking, or scrolling of any content.		
15 Flashes 2.3.1: Ensure content and multimedia do not flicker at a rate known to induce seizures among optically sensitive users.		
16 Page Title 2.4.2: Provide a title for each web page that describes its topic or purpose to ensure the user knows what page they're on.		
17 Focus Order 2.4.3: If a web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.		
18 Link Purpose 2.4.4: Make the purpose of links clear. Use descriptive text for links, and not "click here," or "read more," and identify links to PDFs, Word documents, Excel spreadsheets etc.		
19 Multiple Ways 2.4.5: Provide multiple ways for the user to locate content, such as a navigation bar, search, and sitemap.		
20 Headings and Labels 2.4.6: Use headings appropriately to convey content hierarchy.		
21 Visible Focus 2.4.7: Provide a visual indicator of where the cursor is.		
22 Page Language 3.1.1: Declare the language, using the language tag, that the website is written in. If there are multiple languages on a page, it is crucial to indicate when the language changes and then when it reverts to the original language.		
23 Language of Phrases 3.1.2: Use language tags around foreign words so that the screen reader uses the correct speech synthesizer.		
24 On Focus 3.2.1 and On Input 3.2.2: Give the user a choice before changing context, such as when a link will open a new browser window or when to submit a form.		
25 Consistent Navigation 3.2.3 and Consistent Identification 3.2.4: Use consistent navigation and identification cues throughout the site. For example, use the same iconography, text cues, templates, and navigational elements.		
26 Error Identification 3.3.1 and Error Suggestion 3.3.2: Provide meaningful error messages that describe the appropriate solution.		
27 Labels 3.3.2: Associate all form elements with a label tag.		
28 Error Prevention 3.3.4: Provide the user an opportunity to confirm information they have entered for impactful transactions, such as legal and financial transactions. For example, "Do you want to transfer \$5000?"		
29 Name, Role, Value 4.1.2: Ensure all technologies, including assistive technologies, can determine what an element is and does. Screen reader software must be able to determine, for example, if an element is a menu and if it is expanded or collapsed, or if a magnifying-glass icon launches search or zoom functionality.		



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Sustainable Procurement Guidelines

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Glossary

The below definitions are copied directly from the UC [Sustainable Practices Policy](#) for reference, unless noted otherwise.

Addressable Spend: Spend that can be impacted through sourcing activities. For the purposes of this policy, addressable spend relates to the spend within a specific product or service category.

Catalog: A catalog is representative of a supplier's product information. A catalog is implemented in one of two formats: 1) through a hosted catalog or 2) through a punch-out catalog. See definitions for Hosted Catalog and Punch Out Catalog for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Economically and Socially Responsible (EaSR) Spend: Spend on products or services supplied by a business holding one of the UC-recognized certifications listed the UC Sustainable Procurement Guidelines.

Environmentally preferable products: Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products.

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to, fusion of polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Full Time Equivalent (FTE): A full-time equivalent employee is the hours worked by one employee on a full-time basis and can be used to convert the hours worked by several part-time employees into the hours worked by full-time employees. A full-time employee is assumed to work 40 hours in a standard week.

Green Spend: Spend on products meeting the UC "Preferred Level" of environmental sustainability criteria as laid out in the UC Sustainable Procurement Guidelines.

Hosted Catalog: As defined in the JAGGAER technical manual, in simplest terms, a hosted catalog is an online version of a supplier's printed catalog. Hosted catalogs contain product data and details, along with pricing information for each item. When a product search is performed, the products in all of the hosted catalogs are searched. Hosted catalog search results contain product information from all suppliers depending on the search criteria entered by the user. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

LEED™: Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

LEED for Interior Design and Construction (LEED-ID+C) for renovation projects;

LEED for Building Operations and Maintenance (LEED-O+M) for the ongoing operational and maintenance practices in buildings; and,

LEED for Building Design and Construction (LEED-BD+C) for new buildings and major renovations of existing buildings.

Location: As used in this Guidelines document, means any or all campuses. At this time, it does not include UC Health locations or the Lawrence Berkeley National Laboratory. This definition is provided for clarification within the Guidelines and defined differently within the UC Sustainable Practices Policy.

Punch Out Catalog: Modified from the JAGGAER technical manual, punch-out catalogs are integrated external links to a supplier's web-based catalog. The user exits the UC's eprocurement site to search and select products from a supplier's web catalog, then returns the items to the UC's eprocurement shopping cart. The selected items are then submitted through the standard requisition/order process. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Required Level Green Spend criteria: The minimum certification standard required for a product or service category. Required Level Green Spend criteria is laid out in the UC Sustainable Procurement Guidelines.

Solicitation: The process of seeking information, bid proposals, and quotations from suppliers.

Sustainable Practices Policy: Refers to the University of California Sustainable Practices Policy, Governed by the UC Sustainability Steering Committee.

Sustainable Procurement: [Modified from the UK Government's Sustainable Procurement Task Force (2012)] Purchasing that takes into account the economic, environmental and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization, but also to society and the economy, while remaining within the carrying capacity of the environment.

Sustainable Procurement Working Group (SPWG): Is the working group charged with improving the integration of sustainable principles and practices into the UC's procurement practices. The SPWG recommends changes to this document to the UC Procurement Leadership Council, and changes to the

UC Sustainable Practices Policy to both the UC Procurement Leadership Council and UC Sustainability Steering Committee. See definitions for UC Procurement Leadership Council and UC Sustainability Steering Committee for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Sustainable Spend: The intersection of Green and Economically and Socially Responsible (EaSR) Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements for Green Spend as well as EaSR Spend as laid out in the UC Sustainable Procurement Guidelines.

Total Cost of Ownership (TCO): An analysis of cost that considers not only purchase price, but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

UC Procurement Leadership Council (PLC): Is the system wide leadership council, composed of the Chief Procurement Officer (or equivalent) at each UC campus, charged with developing the overall strategic direction for the UC Procurement Services program that enables the organization to align objectives, initiatives, and projects to deliver on system wide procurement and supply chain initiatives. The PLC is ultimately responsible for the approval of changes and updates to this document. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

UC Sustainability Steering Committee: Is the UC system wide committee charged with overseeing updates to and progress against the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

1. Introduction and Document Purpose

The University of California’s Sustainable Procurement Guidelines (“Guidelines”) lay out the minimum sustainability requirements for products and services purchased by the University of California and identify those product attributes that are strongly preferred, if not mandatory.

The University of California’s Sustainable Procurement Guidelines act as a companion to the Sustainable Procurement Policy and Procedure Sections of the [UC Sustainable Practices Policy](#).

In general terms, the UC Sustainable Practices Policy outlines the University’s targets for sustainable procurement as well as requirements for UC sustainable procurement practices, that is the activities of University of California buyers as they relate to sustainable procurement. This Guidelines document breaks down what the University considers to be sustainable at the product, product category, service or industry level.

The UC Sustainable Practices Policy prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement should look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable, compostable, or otherwise sustainable products.

2. Document Guide

These Guidelines are intended to be used by the following parties, for the following purposes:

1. University of California, Office of the President, Strategic Sourcing Centers of Excellence and University Campus Procurement Services Departments (not including UC Health locations or the Lawrence Berkeley National Laboratory)
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred Green (environmentally) and Economically and Socially Responsible (EaSR) sustainability criteria to be included in solicitation specifications and reporting.
 - b. To negotiate better pricing for products and services meeting the criteria described throughout these Guidelines and the Sustainable Practices Policy over traditional products and services, where opportunities exist.
 - c. To develop language and specifications for solicitations stating that product and service offerings meeting the criteria described in these Guidelines will be required where they exist.
2. Department Level Buyers
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred environmental (Green) and Economically and Socially Responsible (EaSR) sustainability criteria when making purchasing decisions.

3. Reporting

Reporting will be required in line with the University of California sustainable purchasing targets and reporting requirements as outlined in the Sustainable Practices Policy (see III. Policy Text, G. Sustainable Procurement; V. Procedures, G. Sustainable Procurement). Reporting will be based on the percent spend in each of the following categories out of the total addressable spend. Reporting will commence by product or service category based on instruction in the sections below.

1. Green (environmentally preferable) Spend
2. Economically and Socially Responsible (EaSR) Spend
3. Sustainable Spend (the intersection of Green and EaSR Spend)

Clarification on each of these spend categories can be found in the sections below.

4. Green Spend

Green Spend is defined as spend on products meeting the UC Preferred Level of environmental sustainability criteria (see Table 1 below). The percentage of Green Spend is calculated using the following methodology, for a given product category over a particular period of time:

$$\frac{\text{Total spend on items meeting Preferred Level criteria in a given product category}}{\text{Total Addressable Spend in a given category}} \times 100$$

For example, the percent Green Spend calculation for computer electronics for Fiscal Year 16/17 is:

$$\frac{\text{Total Spend on EPEAT Gold registered computers during FY 16/17}}{\text{Total Addressable Spend on computers during FY 16/17}} \times 100$$

In addition to the above calculations, campuses may also calculate the “Dollar not Spent” to add to their overall Green Spend percentage. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a sites annual Green Spend reporting. Please see **Appendix I – The “Dollar not Spent” and Green Spend** to find more information on the various allowable methodologies to calculate the “Dollar not Spent.”

A. Green Spend General Criteria

Some Green (environmental) sustainability criteria are applicable across all, or a large number of different product or service categories. The following criteria must be applied to all applicable categories, and included in the specifications for all relevant solicitations and contracts.

1. ENERGY STAR® and WaterSense® certified products are required across all applicable product categories where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff.
2. Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the [Kaiser Permanente Chemicals of Concern Criteria](#), including, but not limited to.
 - a. Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
 - b. Polyvinyl chloride (PVC)
 - c. Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
 - d. Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
 - e. Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
 - f. Antimicrobial/antibacterial agents¹ - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

B. Category Specific Criteria

Table 1 outlines the environmental sustainability criteria the University uses to define a given product category as "Green," for purposes of identifying products in hosted and punchout catalogs, and for calculating and reporting on Green and Sustainable Spend.

Recognized Certifications - These are reputable third party certifications the UC recognizes for identifying products that may have a reduced impact on humans and/or the environment. At a location's discretion, products with these certifications can be flagged as "light green" in hosted and punchout catalogs.

Required Level - These are the minimum mandatory requirements for each product category, which should be included in all relevant bid solicitations. Products and

¹ This includes hand and dish soaps labelled as antibacterial, except where required for use in hospitals and food service settings. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.

services that fall into these categories but do not meet these minimum requirements will not be listed in UC product catalogs except with the express request of campuses. Products in a given category must meet all required level criteria listed, unless otherwise noted (e.g. if Energy Star and EPEAT Silver are listed, product must have both certifications).

Preferred Level - The Preferred Level of criteria is used for calculating Green and Sustainable Spend (see Section 6 below). At a location's discretion products meeting these criteria may be labelled as "dark green" in hosted and punchout catalogs, and shall be given preference during evaluation in all relevant bid opportunities, where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff. Products must meet all applicable Required Level criteria to qualify for Preferred Level criteria.

Table 1 - Category Specific Green Spend Criteria

<u>Product or Service Category</u>	<u>Recognized Certifications and Standards</u>	<u>Required Level (minimum mandatory requirements)</u>	<u>Preferred Level</u>
Electronics	ENERGY STAR ®	ENERGY STAR ®	ENERGY STAR ®
	EPEAT	EPEAT Bronze	EPEAT Gold
Cleaning Supplies	Green Seal	A minimum of 25% of purchases are certified by one of the recognized certifications	At least 75% of purchases are certified by of the recognized certifications
	UL Ecologo		
	EPA Safer Choice		
	FSC (for janitorial paper products)		
Office Supplies			
Copy Paper	FSC Recycled	A minimum of 30% PCRC or agricultural residue content (or GS-07 certified)	100% PCRC or agricultural residue content, or FSC Recycled labelled, with additional preference for paper that is PCF
	Post-consumer recycled content (PCRC)		
	Processed Chlorine Free (PCF) ²		
	Green Seal (GS-07)		
	Agricultural residue ³ content		
Paper Office Supplies (other than copy paper)	FSC - Chain of Custody	A minimum of 30% PCRC ⁴	100% recycled content with minimum 50% PCRC; 90% PCRC wire components; water-
	Sustainable Forestry Initiative (SFI)		

² <http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm>

³ Must come from sustainably grown and harvested, non-GMO sources that do not replace forest stands or food crops

⁴ Aligns with [CA Department of General Services \(DGS\) Purchasing Standard DGS-441200-A for Paper Product Office Supplies](#) and [Northeast Recycling Council \(NERC\) Model EPP Specifications and Purchasing Guidelines for Office Supplies](#)

	Post consumer recycled content (PCRC)		based or plant-based adhesives; and additional preference for PCF, FSC, and/or SFI labelled products ⁵
	Total recycled content		
	Processed Chlorine Free (PCF)		
	Green Seal (GS-07)		
Non-paper Office Supplies	Post-consumer recycled content (PCRC)	Meets the minimum CPG recycled-content levels for Non-Paper Office Products , and a minimum 30% recycled content for all writing utensils (dry-erase markers, highlighters, markers, pens, and pencils) or other plastic-based accessories	Meets the recycled content specifications in the Preferred EPP Specifications as listed by the Northeast Recycling Council (NERC) , and free of antimicrobial coatings
	Total recycled content		
	Non-antimicrobial		
	EPA Comprehensive Procurement Guidelines (CPG)		
	Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies		
Toner	Remanufactured ⁶	Meets one of the recognized standards	Meets both of the recognized standards
	High yield		
Indoor Furniture	GREENGUARD Gold	Must meet all of the following: <ul style="list-style-type: none"> ● GREENGUARD Gold or SCS Indoor Advantage Gold ● Free of the 6 classes of chemicals of 	Must have at least one of the following additional certifications: <ul style="list-style-type: none"> ● BIFMA Level certified (preference for 2 or 3) ● C2C Certified
	SCS Indoor Advantage Gold		
	Cradle to Cradle (C2C)		
	BIFMA Level		

⁵ Modelled from [Northeast Recycling Council’s Preferred EPP Specifications for Paper Office Supplies](#)

⁶ Shall meet the State of California’s Specifications for Remanufactured Toner and Ink Cartridges: https://www.documents.dgs.ca.gov/pd/epp/goods/officesupplies/inktonercartridges/20140902_Ink_Toner_Engineering_Spec.pdf

	<p>Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and is listed on the Healthier Hospitals Healthy Interiors Goal website</p> <p>FSC (for products containing wood)</p> <p>Textile certifications:</p> <ul style="list-style-type: none"> ● GOTS ● Standard 100 by Oeko-Tex ● STeP by Oeko-Tex ● Cradle to Cradle ● Facts <p>Health Product Declaration (HPD)</p> <p>Declare Label</p>	concern as described in Section 7.E.	<p>(preference for Silver or Gold)</p> <ul style="list-style-type: none"> ● HHI compliant with published product list on their website ● FSC Certified wood ● Textiles certified by one of the recognized certifications ● Complete HPD ● Complete Declare label
Compostable Food Service Ware	<p>Biodegradable Products Institute (BPI)</p> <p>Green Seal GS-35</p> <p>Cedar Grove Accepted Items List for Commercial Compostability</p>	Certified Compostable by BPI or GS-35, or made 100% from uncoated, unlined, obviously plant-based material, and appears on the Cedar Grove Accepted Items List	Meets additional criteria as described in the Compostable Food Service Ware section below
Water Appliances/Fixtures	WaterSense®	WaterSense® Certified	WaterSense® Certified

5. Economically and Socially Responsible Spend

Economically and Socially Responsible (“EaSR”) Spend is defined as spend on products or services supplied by a business holding at least one of the UC-recognized classifications or certifications listed below. Recognized Certifications and Standards, listed in Table 2 below, outline the certifications and

criteria that the University uses to define “EaSR” spend. Table 2 also includes a category for Preferred Certifications, which are certifications offered by California government agencies and/or of CA-based businesses. Currently there is no goal set for spend with suppliers meeting Preferred Certification standards.

The percentage of EaSR Spend is calculated using the following methodology, for a particular time horizon:

$$\frac{\text{Spend on products or services from a business that holds a UC-recognized EaSR certification}}{\text{Total Addressable Spend}} \times 100$$

A. EaSR Spend Criteria

Expenditures on products supplied by businesses holding at least one of the UC-recognized certifications and standards outlined under Recognized Certifications and Standards, see Table 2 below, will be considered EaSR Spend for the purposes of calculating the percent EaSR and Sustainable Spend.

Recognized Certifications and Standards - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy. Suppliers with these certifications should be flagged as a color or symbol differentiated like ‘green spend’ such as yellow in hosted and punchout catalogs.

Preferred Certifications - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy within California specifically. Suppliers with these certifications should be flagged as a color or symbol differentiated like ‘green spend’ such as yellow in hosted and punchout catalogs.

Table 2 - EaSR Spend Criteria

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Small Business Enterprise	All government agency certifications and accepted third party certifiers such as: <ul style="list-style-type: none"> • SBA-approved Third Party Certifiers Note that self-certification in SAM is accepted as well as any other small business certifications that also certify a businesses status as socially and economically disadvantaged such as (WOSB, SDVOSB, DBE, etc.)	CA DGS certification or California state or local agency certification HUBZone certified SBA 8(a)

Disadvantaged Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Women-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Minority Business Enterprise	All federal, state and local government agency certifications <ul style="list-style-type: none"> • State and Local Government Certifying Agencies • Federal includes (SBA 8(a), EPA, etc.) 	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Veteran-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Service Disabled Veteran-owned Business Enterprise	All government agency certifications	DGS DVBE

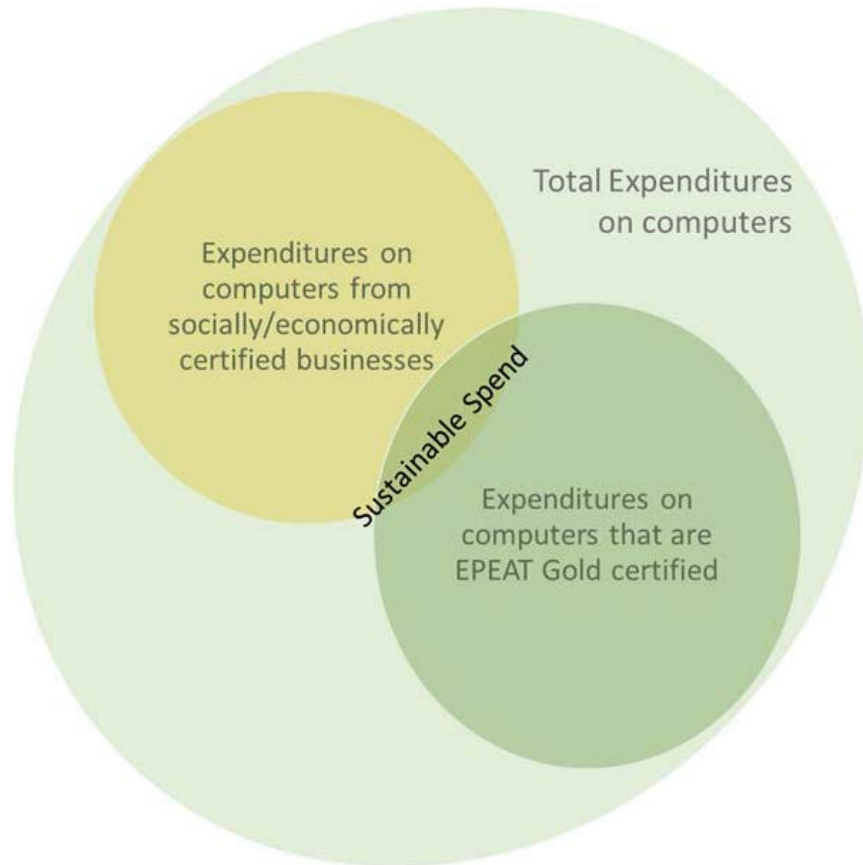
6. Sustainable Spend

Sustainable Spend is the intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements in Section 4 for Green Spend and Section 5 for EaSR Spend (simultaneously). Thus, Sustainable Spend is defined as the expenditures on products in a particular product category that are supplied by a business holding one of the UC-recognized EaSR certifications, in addition to meeting the Preferred Level Green Spend criteria from Table 1.

An example of the percentage of Sustainable Spend calculated for computers (Figure 1) over a particular time horizon would be:

$$\frac{\text{Expenditures on EPEAT Gold certified computers from SBE businesses}}{\text{Total Addressable Spend on computers}} \times 100$$

Figure 1. Sustainable Spend for Computers



7. Category Specific Specifications

These additional guidelines and specifications should be used during solicitations, contracting and as a reference when making department purchases. Minimum requirements for each product category are outlined in column three of table one. The below items are recommended for inclusion in RFPs. Other than those items referred to in Policy as mandatory, project teams need to determine which of the below items will be mandatory and preferred during the RFP development phase.

A. Electronics

Electronics includes any product for which an EPEAT certification is available. EPEAT currently includes product ratings for **PCs and Displays** (including tablets), **Imaging Equipment** (which includes printers,

copiers, scanners and multifunction devices) and **Televisions**. Environmental leadership standards are currently under development with the intent to form the basis of future EPEAT categories for **Mobile Phones, Servers** and other electronic products (<https://www.epeat.net/about-epeat/>). Registration criteria and a list of all registered equipment are provided on the [EPEAT registry](#).

In addition to the criteria established in Table 1, the University will ensure the following:

1. In accordance with Policy, all recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) (www.ban.org). In cases where the University has established take-back programs with a manufacturer, the University will require the manufacturer to become a BAN-certified e-Steward Enterprise ([e-Stewards for Enterprises](#)).
2. Printers and copiers must have duplex printing capabilities and hold their warranty while using 100% recycled content paper.
3. Suppliers shall be required to deliver items to the University with energy efficiency and duplex printing functions enabled.
 - a. Departments will work with their IT departments to ensure that features remain enabled for the duration of the product's use.

B. Cleaning Supplies

Cleaning supplies include general purpose bathroom, glass and carpet cleaners; degreasing agents; biologically-active cleaning products (enzymatic and microbial products); floor-care products (e.g. floor finish and floor finish strippers); hand soaps and hand sanitizers; disinfectants; and metal polish and other specialty cleaning products. Also included are janitorial paper products such as toilet tissue, tissue paper, paper towels, hand towels, and napkins. Other janitorial products and materials (e.g. cleaning devices that use only ionized water or electrolyzed water) are excluded from this category.⁷

Disinfectants

All disinfectants must be EPA-registered, and contain only the following active ingredients: hydrogen peroxide, citric acid, lactic acid, thymol, or caprylic acid. As there is no sustainability certification for disinfectants, in order to increase your % Green Spend for Cleaning Supplies and follow green cleaning practices, it is recommended that each site assess its current usage and application of disinfectants. Disinfectant use should be limited to high-risk surfaces [locations where there is a higher risk for blood borne incidents, skin contact (MRSA risk), or contact with feces and body fluids] and where required by regulation. Microbes can be effectively removed from high-touch surfaces touched by multiple people throughout the day (door handles, faucet handles, handrails, drinking fountains etc.) by frequent and proper cleaning with a regular cleaning product.⁸

⁷ Based on STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

⁸ UMass Lowell Toxics Use Reduction Institute's Guide to Safe and Effective Cleaning and Disinfecting: [https://www.turi.org/Our Work/Cleaning Laboratory/Resources and Information/Disinfection/Guide to Safe and Effective Cleaning and Disinfecting](https://www.turi.org/Our_Work/Cleaning_Laboratory/Resources_and_Information/Disinfection/Guide_to_Safe_and_Effective_Cleaning_and_Disinfecting)

C. Office Supplies

Copy paper - refers to standard office printing and copy paper.

Paper Office Supplies - includes Writing Paper (pads), Packing Paper, Folders, Letter folders, Expandable Filing Folders, Hanging folders or accessories, binders and indexes, Hanging Folders, Dividers, File Pockets, Standard Envelopes, Packaging Carton, Mailers, Easel Pads, Sticky Note, Storage Boxes, Desk Pad Calendar.

Non-paper Office Supplies - includes binders, clipboards, file folders, clip portfolios, presentation folders, plastic desktop accessories (desk organizers, desk sorters, desk and letter trays, and memo, note and pencil holders etc.), plastic envelopes, and writing utensils (dry-erase markers, highlighters, markers, pens, and pencils).

Toner - Additional recommendations can be found from the State of New York's Approved Specifications for Monochrome Toner Cartridges: <https://www.ogs.ny.gov/greenny/specs/green-specs-MonochromeTonerCartridge.asp>

E. Indoor Furniture

Furniture includes individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. markerboards and tackboards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture. Furniture does not include office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

The University shall prefer furniture meeting specifications for the following hazardous chemical classes:

1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
 - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
 - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
 - i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.

- ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
 - a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
 - b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
 - c. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
 - d. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products.
3. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
4. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.
5. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
6. Heavy Metals: All furniture shall be free of any heavy metals, including hexavalent and trivalent chromium, in concentrations greater than 100 ppm.

F. Compostable Food Service Ware

Compostable food service containers and packages that have recycled and/or sustainably harvested content are preferred wherever possible.

1. All products must be certified compostable by the Biodegradable Products Institute (BPI) or Green Seal GS-35, proving that the finished product meets ASTM standards D6400 or D6868 for compostability. BPI-certified products can be accessed at: <http://products.bpiworld.org/>. Documentation may be required.

2. Products made 100% from paper, wood, bamboo or other obviously plant-based material, that are uncoated, unlined, or clay-coated (such as wooden stir sticks or uncoated paper plates) automatically meet this commercial compostability requirement without certification, so long as they appear on the Cedar Grove Accepted Items list for commercial compostability (<https://cedar-grove.com/compostable/accepted-items>), and the material type is disclosed.
3. Products with polyethylene liners are not compostable, and therefore do not meet the intent of these specifications.
4. Products shall not contain highly hazardous additives, including but not limited to persistent, bioaccumulative, or toxic chemicals (PBTs); carcinogens; mutagens; reproductive toxins, organohalogen-based chemicals (bromine, chlorine, fluorine or iodine); and endocrine disruptors.
5. Products shall not contain polyvinyl chloride (PVC), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU), or any fluorinated chemicals. If product is fiber-based (including paper), ask for identification of the type of grease barrier or coating used.
6. Product is manufactured entirely with chlorine-free processing, meaning that no chlorine or chlorine compounds were used during manufacturing. Products may be unbleached or whitened in a chlorine-free process (if certified process chlorine-free).
7. Paper products are made from 40% post-consumer recycled content or 100% total recycled content (pre- or post- consumer), unless intended for hot beverages, in which case they are made from a minimum of 10% post-consumer recycled content. Bidder should disclose the amount and type of recycled content.
8. Non-cutlery products contain at least 90% biobased carbon content; cutlery products contain at least 70% biobased carbon content. Bidder can provide documentation demonstrating that its biobased carbon content meets the above specifications through one of the following:
 - a. ASTM Standard D6866 laboratory test data
 - b. USDA's BioPreferred Label
 - c. Products made of 100% uncoated wood, bamboo, paper or other obviously fiber-based material will automatically meet these biobased content requirements. Samples may be requested.
9. Product shall not contain added engineered nanomaterials.
10. Product materials were sustainably produced and are certified as one of the following:
 - a. Forest Stewardship Council (FSC)
 - b. Protected Harvest
 - c. Rainforest Alliance
 - d. Fair Trade USA
11. Feedstock and final product are produced in North America.
12. Product material grown without genetically modified organisms and certified to be GMO-free by one of the following:
 - a. Non-GMO Project Verified (www.nongmoproject.org)
 - b. CERT ID NonGMO
 - c. ProTerra Certifications (www.geneticid.com/services/certification)

13. Product is made from sustainably grown, non-food agricultural resources such as perennial biomass crops and sustainably harvested residues (for more information, see the Sustainable Bioplastic Guidelines:
<https://healthybuilding.net/uploads/files/sustainable-bioplastic-guidelines.pdf>
14. Product is EcoLogo or Green Seal-certified by one of the following:
 - a. EcoLogo CCD-084 (Table Napkins),
 - b. EcoLogo CCD-085 (Kitchen Towels),
 - c. EcoLogo CCD-086 (Hand Towels),
 - d. Green Seal GS-1 (Sanitary Paper Products),
 - e. Green Seal GS-9 (Paper Towels and Napkins),
 - f. Product meets the standard for biodegradability in the marine environment (ASTM D7081-05).
15. Inks for printing and graphics are vegetable-based and approved for use by U.S. Food and Drug Administration, where required.

G. Water Appliances/Fixtures

This category includes all products covered by WaterSense including residential toilets, showerheads, bathroom faucets, commercial toilets, urinals, pre-rinse spray valves, irrigation controllers, and spray sprinkler bodies.

8. Best Practices for Procurement Services⁹

1. Market basket lists can be used as a tool for increasing the purchase of sustainable products at competitive and affordable prices. By only including products meeting the Required and Preferred Level of sustainability criteria in a market basket list, the University may be able to achieve reduced rates that will in turn direct spend towards sustainable products over conventional products. Allowing for revisions to the market basket beyond traditional changes in volume/spend patterns may allow for more competitive pricing on newly added sustainable items.
2. Through solicitation specifications and contract provisions, suppliers are required to:
 - a. Clearly identify UC-recognized “light green” and “dark green” sustainable items in product catalogs.
 - b. Ensure that any additional sustainability symbols/icons/certifications are displayed along with attribute details per product (e.g. a product with a recycled content symbol must also have in its product description details about the % total recycled content and % post consumer recycled content).
 - c. Offer capabilities to:

⁹Modified from: <https://nerc.org/documents/EPP/Office%20Supplies/EPP%20Specs%20-%20Office%20Supplies.pdf>

- i. Block and/or restrict pre-identified conventional items from being purchased online so University employees are compelled to purchase products that are in compliance with UC's Sustainable Procurement Policies and Guidelines.
 - ii. Auto-substitute pre-identified conventional products with sustainable products on the market basket list when end-user places conventional item in online cart.
 - d. Make sustainable items display first in online catalog search results, or make them easily found within online product catalogs through effective search tools, search filters, and related navigational tools.
 - e. Incentivize consolidated deliveries whenever feasible (e.g. deliveries only on certain days of the week or reduced pricing for consolidated shipping).
 - i. Document or illustrate how the delivery consolidation method reduces the UC and supplier's carbon footprint (e.g. reduction in fossil fuel use, carbon emissions, packaging materials, or on-site vehicle traffic).
 - f. Use only delivery service companies that are participants in EPA's Smartway Program.
3. LEED credits should be incorporated into all materials procurement associated with new facility constructions and major renovations.¹⁰

9. Certification and Standards Definitions

- a. [BIFMA Level®](#) - BIFMA Level is a multi-attribute furniture certification based on the ANSI/BIFMA e3 standard, addressing material use, energy, atmosphere, human and ecosystem health, and social responsibility at the product, facility, and organizational level. Certification is based on a points system with three levels of achievement, from Level 1 through Level 3.
- b. [Biodegradable Products Institute \(BPI\)](#) - BPI is a non-profit organization with the largest certification program for compostable products and packaging in North America. Their single-attribute certification indicates compliance with the ASTM D6400 and/or D6868 standards for commercial compostability.
- c. [Cradle to Cradle TM](#) - Cradle to Cradle is a multi-attribute standard that evaluates a wide range of products across five categories of human and environmental health, including Material Health, Material Reutilization, Renewable Energy and Carbon Management, Water Stewardship, and Social Fairness. Product certification is awarded at five levels, from Basic to Platinum, with an emphasis on continuous improvement.
- d. [ENERGY STAR®](#) - Energy Star is a standard for energy efficient consumer products administered by the U.S. Environmental Protection Agency and the U.S. Department of Energy.
- e. [EPA Safer Choice](#) - Formerly known as Design for the Environment (DfE), the Safer Choice label is the U.S. Environmental Protection Agency's program to identify products with safer chemical ingredients.¹¹

¹⁰ <https://www.phoenix.gov/oepsite/Documents/070520.pdf>

¹¹ Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

- f. [EPEAT®](#) - The Electronic Product Environmental Assessment Tool is a method for consumers to evaluate the effect of a product on the environment. It ranks products as gold, silver or bronze based on a set of environmental performance criteria. It is managed by the Green Electronics Council.
- g. [FACTS](#) - Facts is a sustainability certification program for commercial textiles, recognizing textiles conforming to the NSF/ANSI 336 multi-attribute standard, evaluating a textile for environmental, economic and social aspects across its life cycle. Facts utilizes four conformance levels from Compliant to Platinum.
- h. [Forest Stewardship Certification](#) - The Forest Stewardship Council (FSC) is an independent, non-profit organization that protects forests for future generations. FSC Chain-of-Custody certification traces the path of products from forests through the supply chain, verifying that FSC-certified material is identified or kept separated from non-certified material throughout the chain. FSC Forest Management certification confirms that a specific area of forest is being managed in line with the FSC Principles and Criteria.¹²
 - i. FSC Recycled - The FSC Recycled on-product label means all the wood or paper in the product comes from reclaimed (re-used) material.¹³
- i. [Global Organic Textile Standard \(GOTS\)](#) - GOTS is a textile processing standard for organic fibres, which includes both ecological and social criteria, from harvesting of raw materials through manufacturing and labelling.
- j. [GREENGUARD®](#) - The GREENGUARD Environmental Institute certifies products and materials for low chemical emissions. Greenguard Gold ensures that a product is safe for use in schools and healthcare facilities, and is referenced by LEED.
- k. [Green Seal®](#) - Green Seal is an independent nonprofit organization “dedicated to safeguarding the environment and transforming the marketplace by promoting the manufacture, purchase, and use of environmentally responsible products and services.” The Green Seal certification is based on multi-attribute environmental standards that meet the ISO 14024 standards for eco-labeling.¹⁴
- l. [Healthier Hospitals Healthy Interiors Goal \(HHI\)](#) - The Healthy Interiors Goal aims to promote public and environmental health, and urge the furnishings market to develop safer products, while reducing disposal costs and liability. Furniture and textiles that meet the Healthy Interiors Goal claim contain no formaldehyde, perfluorinated compounds, polyvinyl chloride, antimicrobials, or flame retardants above the specified minimum levels. Products meeting the Goal must be listed on the website, and are not verified.
- m. [Process Chlorine Free \(PCF\)](#) - PCF means that no chlorine or chlorine derivatives were used in the recycling process. Paper that was originally bleached with chlorine or chlorine derivatives may be used as feedstock, however. Only paper that is “totally

¹² Ibid

¹³ <https://ic.fsc.org/en/choosing-fsc/fsc-labels>

¹⁴ Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

chlorine-free” (TCF) is produced with pulp that has been bleached without any type of chlorine or chlorine derivative, or has not been bleached.¹⁵

- n. [STANDARD 100 by OEKO-TEX®](#) - Certification for raw, semi-finished, and finished textile products at all processing levels, as well as accessory materials used. Criteria focuses on product safety based on test criteria for numerous harmful chemicals.
- o. [STeP by OEKO-TEX®](#) - STeP assesses against criteria for sustainable, environmentally and socially responsible textile and apparel production and logistic sites, addressing the reduction of hazards and risks throughout the production chain, with the goal of improving factory resource efficiency.
- p. [UL Ecologo](#) - The UL Environment ECOLOGO program certifies products, services and packaging for reduced environmental impact. ECOLOGO Certifications are voluntary, multi-attribute, lifecycle based environmental certifications that meet the ISO 14024 standards for eco-labeling.¹⁶
- q. [WaterSense®](#) - WaterSense is a U.S. Environmental Protection Agency program designed to encourage water efficiency in the United States through the use of a special label on consumer products.

10. Approval procedure updates and changes

Changes to this document must be approved by the UC Procurement Leadership Council (PLC) on the recommendation of the Sustainable Procurement Working Group.

11. Change Log

Approval Date	Summary of Changes	Approved by	Product Categories Impacted	Start Date for Reporting on New or Updated Categories
8/10/18	Implementation of UC Sustainable Procurement Guidelines	UC Procurement Leadership Council	Electronics, Cleaning Supplies, Copy Paper, Paper Office Supplies (other than copy paper), Non-paper Office Supplies, Toner, Indoor Furniture, Compostable Food Service Ware, Water Appliances/Fixtures	7/1/2018

¹⁵ <http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm>

¹⁶ Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

Appendix I - The “Dollar not Spent” and Green Spend

As with waste, the hierarchy of environmentally sustainable spend starts with reduce and reuse. As such, in the assessment of Green Spend, the “dollar not spent” can be included in Green spend calculations. This concept is addressed in the following section. Please note that calculating the “Dollar not Spent” for an individual campus is optional and not required as part of a sites annual Green Spend reporting (outlined in section 4. Green Spend above).

How to calculate the dollar not spent:

Items that are not purchased due to education and reduction activities and/or items that are reused on campus may be added to the Green Spend calculation at a location’s discretion. The process for adding these to the Green Spend calculation is as follows:

$$\frac{\text{Green Spend purchase per category} + \text{approximate market value of goods not purchased}}{\text{Addressable spend per category} + \text{approximate market value of goods not purchased}} \times 100$$

To determine the approximate value of goods not purchased, locations should use an appropriate combination of the below methodologies:

Method 1: Reuse (for example, goods reused from surplus operations)

STEP 1. Determine the current market value of the goods were they to be purchased new.

STEP 2. Sum the product cost (quantity of goods x current market value of goods).

STEP 3. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods is to be determined as the average purchase price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contract exists).

Method 1 Example: 4 desks and 3 desk chairs re-used on campus in surplus operations.

STEP 1: Determine the average cost for the 4 desks and 3 desk chairs from relevant system wide contracts (e.g. average cost of desk is \$2000 each, average cost of chair is \$1,500 each).

STEP 2. Sum the product cost of the items (4 x \$2,000) + (3 x \$1,500) = \$12,500

STEP 3. Include the market value of the goods in the numerator and denominator for the calculation for green spend;

$$\frac{\text{Green Spend purchase per category} + \$12,500}{\text{Addressable spend per category} + \$12,500} \times 100$$

Method 2: Normalized Reduction in Purchase of Commodity Goods

Where:

Product use (goods purchased) is a function of the number of staff/users.

STEP 1. Determine the quantity of goods purchased per driver in a baseline year:

Equation:

$$\frac{\text{Baseline quantity of goods consumed}}{\text{Baseline quantity of driver}}$$

For example:

$$\frac{\text{Baseline \# reams of copy paper purchased}}{\text{Baseline \# Full Time Equivalent staff}}$$

$$\frac{\text{Baseline \# gallons of cleaning products purchased}}{\text{Baseline \# square feet of cleaned space}}$$

STEP 2. Determine the quantity of goods purchased per driver in the current year using equations as above:

Equation:

$$\frac{\text{Current quantity of goods purchased}}{\text{Current quantity of driver}}$$

For example:

$$\frac{\text{Current \# reams of copy paper purchased}}{\text{Current \# Full Time Equivalent staff}}$$

$$\frac{\text{Current \# gallons of cleaning products purchased}}{\text{Current \# square feet of cleaned space}}$$

STEP 3. Determine the total difference in the quantities of goods purchased between the baseline and current years (savings) using the following equation:

Equation:

Current quantity of driver x (Baseline quantity of goods per driver - Current quantity of goods per driver)

Example:

Paper: Current number of FTEs x (Baseline number of reams of copy paper purchased per FTE - Current number of reams of copy paper purchased per FTE)

Cleaning: Current number of sq. ft. cleaned x (Baseline number of gallons of cleaning product purchased per sq. ft. cleaned - Current number of gallons of cleaning product purchased per sq. ft. cleaned)

STEP 4. Determine the value of savings based on the current market value of goods.

STEP 5. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods: is to be determined as the average price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contracts product available).

Note that if the purchase of one commodity is replaced with purchase of a different (but similar) commodity, this should not be considered a reduction.

Method 2 Example (Using copy paper as example good):

STEP 1: Determine the quantity of goods purchased per driver in baseline year

Baseline year: 2005/06 FY

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 800 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE: $500/800 = .625$ reams per FTE

STEP 2: Determine the quantity of goods purchased per driver in current year

Current year: 2017/18 FY

Quantity of goods purchased: 500 reams of copy paper/year

Driver: 1500 Full Time Equivalent staff

Number of reams of copy paper purchased per FTE: $500/1500 = .33$ reams per FTE

STEP 3: Determine savings per driver between baseline and current year

Current # FTEs x (reduction in reams per FTE) = $1500 \text{ FTEs} \times (.625 \text{ reams per FTE} - .33 \text{ reams per FTE})$

= 421.5 reams of paper

STEP 4: Determine the average value of the savings/reduction

Average value of a ream of paper in UC contract: \$5

$\$5 \times 421.5 \text{ reams of paper} = \$2,107.5$

STEP 5: Add the value of the reduction to both the numerator and the denominator of the Green Spend equation for the product category

$$\frac{\text{Green Spend purchase per category} + \$2,107.5}{\text{Addressable spend per category} + \$2,107.5} \times 100$$

Method 3: Replacement of disposables with reusables

If successful methods have been found to identify reuse numbers where disposables were the standard business as usual, the market value of these disposables may be used in Green Spend calculations. An example of this might be the use of reusable to-go containers at dining locations where reusables are “checked out,” so specific numbers of reusables are available.

In these cases, the value of the disposables displaced may be considered Green Spend and added to the numerator and the denominator for the Green Spend calculation. The process for calculating this is as follows:

STEP 1. Determine number of goods displaced.

STEP 2. Determine value of goods displaced per unit.

STEP 3. Calculate total value of goods displaced (number of goods displaced) x (value of goods displaced per unit)

STEP 4. Include the current market value of goods in the numerator and denominator of the Green Spend Calculation.

Method 3 Example:

For this example, a dining operation uses reusable to-go containers and tracks their usage. 500 reusable to-go containers are used in a year.

STEP 1. Determine number of goods displaced

From the example above, 500 to-go containers are displaced

STEP 2. Determine value of goods displaced per unit

Alternative compostable to-go containers cost \$0.20 each (on system wide or local contract).

STEP 3. Calculate total value of goods displaced

500 compostable to-go containers x \$0.20/container = \$100

STEP 4: Add the value of the savings/reduction to both the numerator and the denominator of the Green Spend equation for the product category:

$$\frac{\text{Green Spend purchase per category} + \$100}{\text{Addressable spend per category} + \$100} \times 100$$