

**University of California (UC)
Request for Proposal # 001218**

RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019

Office Furniture and Related Services

On behalf of the University of California and OMNIA Partners and other government agencies and non-profits

RFP EVENT AND PROCESS SUMMARY

SECTION 1 – General Information

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

The purpose of this Request for Proposal (the “RFP”) is to invite qualified furniture manufacturers to prepare and submit proposals to the University of California (“UC”) to provide Office Furniture (“Goods”) and related services, either directly or through a subcontracted dealer network; such services to include (but are not limited to) design/consultation, delivery, and installation (“Services”) (together, the “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. Potential proposers shall note, the UC has partnered with OMNIA Partners, Public Sector to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize. As stated above, this RFP is directed to Manufacturers of Office Furnishings.

The UC system is currently contracted with two manufacturers for the supply of steel and/or wood case furniture (Ergonomic specific contracts, excepted) through October of 2020. The primary contract is delivered through a network of dealers who are integrated with the UC eProcurement platforms for the purchases of Office Furniture and accompanying services. The overall objective of this RFP is to select multiple manufacturers with similar capabilities (detailed herein), to assist the UC, and national participating agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified proposers are invited to submit proposals, based on the information provided in this RFP, with the intent to establish a multi-year business alliance with the UC and OMNIA Partners that will maximize the resources of both organizations to most effectively meet the UC’s needs and those of national participating agencies’.

UC system-wide annual spend for Office Furniture (Goods and Services) is approximately \$55M annually. The bulk of these purchases were placed through a primary system-wide contract (75% including services) with the remainder being placed with other manufacturers, through local contracts/bids or through Office Supply Distribution (including SBE). These purchases do include the 5 main categories of Office Furniture (see below). In addition, in 2017 the UC conducted an Ergonomic Furniture RFP for specific categories of furniture (task seating, tall task stools, adjustable height work surfaces, monitors & keyboards) to meet more stringent UC needs and to provide choice of product for Ergonomist recommended furniture.

Utilizing a two-phased solicitation process (see Section L), it is the intent of UC to award approximately three (3) ‘Broad Line’ Manufacturers. If advantageous to the UC, it may elect to make 1-2 additional awards in the area of Architectural Elements, and/or Fixed Seating & Higher Education Classroom Furniture. It is the intent of the UC to limit the offerings of those single awards, however any single awardees will be expected to offer their full product line and service to a national program. All proposers shall note restrictions (ordering process requirements) for those two categories (see Section

2.b.). These single awards (if made) will not preclude Broad Line Awardees from offering their product in those categories or other categories, when approved.

Note: There are no minimum or maximum guarantees in this RFP. However, based on the total UC historical spend, the Proposer shall provide the best pricing for this RFP in Goods and/or Services.

B. Contract Term

The UC anticipates resulting contracts to be 'long term', defined as approximately 9 years for purposes of this RFP. Initial contract term, for resulting Agreements, shall be for a period of four (4) years dating from the contract signature date, and will provide for the possibility of five (5) extension years, exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered/exercised. Contract implementation is expected to be 'phased'; 1) availability of the contracts as a national program, to begin after appropriate training, resources, and marketing materials are developed (approximately spring of 2020); 2) availability of contracts to UC after development of resources, e-procurement integrations and/or process, marketing materials, site presentations culminating in service by November 1, 2020.

C. Scope of Work

Although this section reflects the needs and requirements of the UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Proposer will have the ability to offer their comprehensive Office Furniture Goods and Services nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Proposer substantially based on the terms and conditions of the UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements. For the purposes of this RFP and understanding UC requirements to be more rigorous in some areas of furniture specifications and service, this RFP will clearly divide UC Product and UC Service requirements, from Standard Product Specifications and Standard Service Requirements which would be applicable to national participants.

Qualified Proposers shall provide proposals encompassing both Goods and Services. For the purpose of this RFP, 'Qualified Proposers' are defined in [Exhibit 1](#) of this document, with further definition supplied here. A 'Qualified Proposer' manufactures and distributes product covering a minimum of (but not limited to) the five (5) main categories of Office Furniture (Systems, Free Standing Furniture, Storage, Seating, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements) and is capable of supplying the required services in a consistent manner, either directly or through a dealer network. Additionally, they must demonstrate sufficient 'Breadth of Product' within these categories (as an aggregate) to support a national program and offer an adequate product mix meeting UC requirements. This shall be evidenced in two ways; 1) a manufacturer's completion of Attachment #1, a spreadsheet designed to capture your company's offerings and to identify the percentage of products that will satisfy UC requirements; 2) your completion of all Tabs covering the 5 main categories of Attachment #2 – Pricing – Product and Service (Discount and Service Tabs, Cost Matrix Tab, and Sample Project Quote). Awards shall be made to individual Manufacturers as a single contracting entity, even when represented by its agents, Dealers-Authorized Dealer Services Network, and its other business entities within its supply chain for the purpose of supplying goods and services to UNIVERSITY under a contract. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the customer.

Goods Scope: As stated above, a Proposer must provide qualifying furniture in the 5 main categories of Office Furniture (Systems, Free Standing Furniture, Storage, Seating, and Tables) and will also be afforded the opportunity to include other Office Furniture (categories and related offerings) within the

Attachment #1- Product Categories and Dealer Network and within Attachment #2 – Pricing – Product and Services; all to be uploaded within Questionnaire Section of this RFP. A Proposer's full product line and number of items carried, shall be listed on Attachment 1 and then further delineated as "Meeting UC Minimum Requirements", "Meeting UC Preferred Requirements", or "Does not Meet UC Minimum Requirements". Breadth of Product will be evaluated utilizing this information. Pricing parameters and instructions for entering that information, is located below in Section O.

Balance of Line/Comprehensive Product Offering is a feature of this solicitation. Each Proposer awarded an item under this solicitation may offer their complete manufactured product and service offering/a balance of line for Office Furniture and Related Service. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the Proposer's retail price list. The pricing percentage discount for these categories/lines should be entered within the Discount & Service Pricing Tabs of Attachment #2 – Pricing – Product and Service, as well as within the Product Cost Matrix Tab 3 (if a Proposer's manufactured product). The UC reserves the right to accept or reject any or all balance of line items offered, which may include specifically limiting categories, for the UC only, if appropriate.

If a Proposer has Partner Lines of product which they are able to offer within their catalog and under the same terms and conditions (including price controls/price changes, dealers used/services, inclusion in proposer's eCommerce catalog, and management by the "Supplier"), a Proposer may include those offerings within Attachment #2, on the Discount Service Pricing Tabs (1&2) . Partner Lines must be identified as such and may not be used to populate the Product Cost Matrix (Tab 3) or for the Sample Project Quote unless approval is granted by the Contract Administrator at least one week prior to submission.

Services Scope: The scope of the services component includes, but is not limited to, the ability to provide field services, design and project management, delivery, and installation services (Basic and Complex/Expanded, as defined within) of Office Furniture. Installation labor may involve standard labor (see definitions) or work requiring prevailing wage. These services are frequently coordinated with a single Customer contact, but may require working in conjunction with various personnel (Project Managers, Architects, Facilities, etc.) for completion of a project. Process requirements, applicable to Fixed seating and Demountable Walls, may require Manufacturer or Dealer to acquire (through UC or an OMNIA Partners Participating Agency, if required) additional clearances/approvals from specific Campus Departments (e.g. Fire Marshall/Design & Construction), prior to placing final sales orders for those items. Specific ordering/process requirements to be determined during the contracting phase.

Descriptions of Basic and Complex or Expanded Installation is found in the Exhibits portion of this document. Pricing for Basic and Complex/Expanded Installation Services, as well as Additional Services, shall be placed within Attachment #2 Pricing - Product and Services.

D. Background and Organizational Context:

University of California

Known for academic excellence, the University of California is a large and complex University system devoted to scholarship, research, and public service. The University of California system currently has ten campuses, five medical centers, and three national laboratories with 238,000 students and more than 190,000 faculty and staff. Additional general information can be found at: <http://www.universityofcalifornia.edu/>.

Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources and education and innovation for the public good. Today,

its ten campuses and five medical centers are nationally recognized living laboratories of sustainability. UC's institutional sustainability commitment began in 2003 through a student initiative that led to the UC Regents to adopt the Presidential Policy on Green Building Design and Clean Energy Standards in 2004. The now named 'Sustainable Practices Policy' (pdf) has been expanded over the years to include climate protection, transportation, recycling and waste management, procurement, food and water. **As part of this RFP, you will be asked to review the policy, with its latest additions** relative to 'Indoor Furniture' and how it relates to your product line offerings. Information can be found in Exhibit 4 of this document or at <https://ucop.edu/sustainability/>. University of California locations, are as listed below:

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

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

OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in the *National Requirements Document* (see OMNIA Partners Exhibit A within CalUsource), has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The 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"). The *National Requirements Documents* (Exhibits A-H under Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.

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

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Proposer, OMNIA Partners provides marketing and administrative support for the Proposer that directly promotes the Proposer's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Proposer benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Proposer's need to respond to additional competitive solicitations. As such, the Proposer must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Proposer and respond to the OMNIA Partners documents (The *National Requirements Documents* – see *Exhibits A-H within Guidelines*).

While no minimum or maximum volume is guaranteed to the Proposer, the University of California estimates spending up to 55M annually for Office Furniture equipment, materials, and related supplies and Office Furniture design/consultation, integration, installation and maintenance services. The estimated annual volume of Office Furniture equipment and services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$200 million, however, no minimum or maximum volume is guaranteed to Proposer 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 Proposer and OMNIA Partners.

E. Joint or Partnering Responses:

Manufacturers (Suppliers) are required to provide services (as detailed within) attendant to the products they offer to the UC. This will require a joint response as it relates to their Dealers; such partnership proposing to participate jointly in performance of proposed work, providing that to be considered a "Qualified Manufacturer/Supplier", any such joint response must conform to all the requirements of this RFP and be submitted by the proposing Manufacturer as the "Primary Supplier" who will assume principal responsibility for this RFP and/or execution of any future contracts awarded as a direct result of this process. Submission of a proposal by a manufacturer, will guarantee that they as the Primary Supplier, will execute and manage the contract and the Dealers submitted, for service, to the UC, have authorized them to represent them in all matters relating to the ensuing contract and will assume all liabilities of any secondary relationship.

The University reserves the right to negotiate directly with dealers for items not carried by the manufacturers. Note: Non-contracted/awarded product lines, purchased from Manufacturer's Dealers, are not excluded from UC bidding requirements and/or authorization processes.

F. Issuing Office and Communications Regarding the RFP:

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

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

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

Yvonne Macon
MRO Commodity Manager
University of California Office of the President
E-mail: yvonne.macon@ucop.edu
Phone: 530-752-5684

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

G. RFP Key Dates and Schedule of Events

Proposers 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 Proposer may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC. For your convenience, dates are consolidated in a table below:

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

Estimated Date(s)	RFP ACTIVITY
2019: July 18th (Thursday)	RFP Issuance
2019: July 25th (Thursday)	Pre-Proposal Web Conference 10:00 -11:00 PDT - (This is Optional for Suppliers)
2019: August 21st (Wednesday)	<u>Proposers’ Responses Due by 3:00 pm PDT</u>
2019: August 22nd to September 13th	Phase 1 - Evaluation Process and Notification to Advancing Suppliers
2019: October 10th-11th (Thurs. & Fri.)	Phase 2 - On site Mock-ups and Interviews with Finalists (Location TBD)
2019: Oct 14th – Dec 17th	Negotiations & Contract Development
2019-2020: January 17, 2020	Contracts signed and loaded into CaluSource

Pre-Proposal Conference July 25, 2019, 10:00-11:00 PDT

Attendance is non-mandatory

Location: NON-MANDATORY SUPPLIER WEB CONFERENCE VIA WEB CONFERENCE USING ZOOM APPLICATION.

Web Conference Meeting Link: <https://UCOP.zoom.us/j/605135682> Dial In option US: +1 669 900 6833 Meeting ID: 605 135 682

Link and number are available during time of Supplier Conference. If a Proposer is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion

Attendance at this conference is not mandatory. If a Proposer is unable to attend the Pre-Proposal Conference questions may be submitted in writing. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the UC at this conference. The UC will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. Oral statements or instructions will not constitute an addendum/amendment to this

Request for Proposal.

H. Addenda to the RFP

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

I. Instructions for Submitting Proposals

Method of Submission

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

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

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

Proposal Submission and Structure

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

1. Guidelines/Prerequisites Section (Read and Acknowledge):

All documents must be read and/or acknowledged (when indicated), as a prerequisite of submitting a proposal.

- RFP Event and Process Summary (this document including [Exhibits 1-6](#))
- UC Terms and Conditions of Purchase
- Appendix ecommerce, Invoice and Settlement
- Appendix Data Security and Privacy
- Supplier Sustainability Assessment Requirement (post award)
- Sample UC Purchase Agreement
- Supplier Bid Response Quick Reference
- OMNIA Partners Exhibits (Requiring Acknowledgement)
- OMNIA Partners Exhibits (Requiring Responses/Uploads)

2. Questionnaire Section/Graded Criteria (Respond to each question)

Questions are categorized for your viewing and responses; such responses to be evaluated and graded. 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. **Attachment Naming Convention Example is provided below:**

- XYZ Company Office Furniture RFP_, Questionnaire-Sustainability, #3

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

Program Pricing is also included within the Questionnaire Section of the RFP which contains a Question Category titled “Program Pricing Responses”. A Proposer is instructed to download Attachment #2 – Pricing – Product and Service. Complete Tabs 1-3 (#4 is informational), and upload inside the Questionnaire, where indicated. Sample Project Quote and Sample Project Invoice will also be uploaded there... As guidance, Attachment #2 contains the following Tabs:

National Program Pricing – 1 Tab

- Discounts/Services Pricing

UC Program Pricing – 3 Tabs

- Discounts/Services Pricing
- Product Cost Matrix (Market Basket)
- Sample Project – Information for Quote & Invoice requirement

3. **RFP Attachments Section** (Review and/or complete & upload if indicated): _

- **Attachment #1** - Product Categories and Dealer Network (complete 2 Tabs and upload in Questionnaire)
- **Attachment #2** - Pricing – Product and Services (complete 3 Tabs and upload in Questionnaire)
- **Attachment #3** - Mock-up Furniture Samples Guidance - Phase II Finalists (Informational only)

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

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

Late proposals will not be accepted unless it is the UC's determination that UC technical issues are responsible for the delay or failure.

J. Proposer Questions Concerning this RFP

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

K. Proposal Evaluation and Agreement Award

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and

total cost, available volume discounts, and other elements of value to the UC). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP. Awards shall be made to individual Manufacturers as a single contracting entity, even when represented by its agents, Dealers-Authorized Dealer Services Network, and its other business entities within its supply chain for the purpose of supplying goods and services to UC under a contract. The term Proposer, Manufacturer, or Supplier, can therefore be used interchangeably with, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier utilizes to carry out its duties and obligations under any proposed contract to the customer.

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

1. Program Pricing/Cost
2. Company Profile/General Capabilities
3. Services
4. Pricing Terms and Product
5. Sustainability

Note: Sustainability of product and service is also incorporated within the mandatory requirements of this RFP

3. The UC may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, sandbox testing, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability.
4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does 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.
5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.
6. 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, make no award, award for Goods only, Goods and

Services, or Services only. The UC reserves the right to award any number of local or national contracts at the same time. The UC reserves the right to withdraw this RFP at any time.

7. 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 (post Phase II) or UC may elect to negotiate with Proposers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Proposer offering the best value to the UC prior to the execution of an Agreement. Agreements shall be direct contracts with awarded manufacturers (template provided in Guidelines Section), however, during the contract execution phase of this sourcing process, Proposers shall provide signed Participating Dealer Letters (through the Manufacturer, to the UC) for all Manufacturer specified dealers who will be serving the UC locations and accepting the terms, as negotiated by the manufacturer/Primary Contracting Entity.
8. Experiences with the UC and entities, that evaluation committee members represent, may be taken into consideration when evaluating qualifications and experience.

L. Multi-Phased Initiative

This Initiative will consist the following separate phases:

1. Prerequisites:

Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines Section in CalUsource before advancing in the proposal process.

2. Phase I: Selection of Finalists

Submission of Proposals. Finalists will be identified based on the quality and responsiveness of the written proposals.

3. Phase II: Finalist Mock-ups and Presentations (At UC Discretion)

- a. Identified finalists, will present mock-up furniture on October 10, 2019 at the UCSD Warehouse/ Central Receiving (off campus location on Trade St.). Mock-ups shall be followed by Finalist interviews on October 11, 2019.
- b. Proposers may be requested to conduct a live presentation regarding the Proposers' ability to provide the Product and Services in a manner consistent with the requirements of this RFP. The UC reserves the right to determine that oral 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 proposer for the costs associated with the interview process.

M. Proposal Preparation Costs

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

N. Proposal Validity Period

All Proposals shall remain available for UC acceptance for a minimum of one-hundred and twenty (120) days following the RFP closing date.

O. Pricing and Incentives

1. Pricing for Goods (all categories) is being requested within Attachment 2 to this RFP (to be completed and uploaded within the RFP Questionnaire Section), however, only pricing for the five (5) main categories is mandated for goods. There are four (4) Tabs for this purpose. In Tabs 1 & 2, Proposers will provide a discount percentage off their published Manufacturer's Suggested Retail Price (MSRP) for each product line offered to the UC and National programs. Tab 3 is the Product Cost Matrix for select product types within each Category. Tab 4 requires a Proposer to quote a Sample Project, providing the quote and sample/ example invoice. This upload is also done in answer to questions within the Questionnaire Section of this RFP. NOTE: If a Proposer has partner lines of product, they may refer to Section C above, for more information. which they are able to offer within their catalog and under the same terms and conditions (including price controls/price changes, dealers used/services, inclusion in proposer's eCommerce catalog, and management by the "Supplier"), a Proposer may include those offerings within Attachment #2, Discount Service Pricing Tabs (1&2). A Proposer should note the line of product as a 'Partner Line'. Those offerings should not be used to populate the Product Cost Matrix Form (Tab 3) or within Tab 4 – Sample Project unless approval is granted by the Contract Administrator at least one week prior to submission.

When completing these Tabs, MSRP shall be 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. In addition, the discount percentages off National Discount Price List and UC Discount Price List quoted shall be held firm for all future purchases during the duration of the initial agreement.

2. Pricing/Discount Structures resulting from this RFP process, shall remain firm for the initial period of any agreement awarded pursuant to this RFP. In addition, actual prices quoted at the time of this RFP, as based on discount off current Manufacturer's National List Price, shall be held firm for a minimum of one year from contract execution, meaning prices quoted cannot increase during the first 12 months period of the agreement, regardless of any change to the Manufacturer's National List Price. All prices must be verifiable and auditable from the date of the contract award.
3. In addition to any decrease in cost during the Contract term, owing to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
4. Earned Incentives and discounts - In addition to OMNIA Partners administrative fees associated with manufacturer's sales under this contract, the successful proposer(s) shall provide a UC specific rebate of 2% of manufacturer's product sales to UC Locations only; to be paid quarterly, directly to the UCs, for the duration of any contract resulting from this RFP process. This rebate will be used by UC campuses in support of implementation, administration, and management of the successful Proposer(s) program. The amount of quarterly rebate provided to each UC location will be calculated based on the total of product and service billed and paid for each location. Note: Each UC location will have the right to modify proposal pricing for an individual campus, up to 2%, in the event a UC location decides not to implement a rebate program.

Note: Any proposed price increases will require a notification period of 60 days prior to the desired date of change. In addition, price increases for any renewal periods must be supported by documented evidence of supplier cost increases. UC shall benefit from any lower price offered to other universities, hospitals, government agencies or entities where the economic and service requirements are similar. If the Proposer's list price is reduced, UC shall benefit from a corresponding price reduction based on the discount levels offered by Proposers.

P. No Mandatory Use

Proposer 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. As an example, some of the campuses currently have a Small Business Program/DVBE in place for purchasing items, including Furniture, from Small Businesses or DVBE. The UC may continue or expand purchasing these items through its current Small Business Program/DVBE depending on the results of this RFP. A winning Proposer may still see some competition at any given UC location for any given service. In addition to the above, no amounts of purchase, either quantity, particular products, or dollar value, are guaranteed. In addition, the University reserves the right to separately bid any single procurement involving an expenditure of \$350,000 and any procurement that is part of a construction "project" (as that term is defined in California Public Contract Code section 10500) cannot be made under any contract resulting from this RFP. However, by providing outstanding prices, service, and the overall best total cost and quality to the UC system wide, the winning Proposer is expected to garner a very large percentage of the total available UC business.

Q. Disclosure of Records/Confidentiality of Information

1. All Proposal responses and related documents, submitted to the UC in response to this RFP will become the exclusive property of the UC upon receipt and will not be returned.
2. Proposal response(s), which are incorporated into any resulting contract(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five (5) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. Certain private, trade secret or confidential information may be considered exempt from the California Public Records Act. Any trade secret or company confidential information submitted as a part of this proposal shall be clearly marked "Trade Secret Information" or "Confidential Information."
3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, UC denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

R. Business Review/Business Reports

Proposer 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 Proposer must provide - pertinent performance and management reports detailing a wide range of information related to the resulting agreement at both the UC-wide level and for each individual UC location.

S. Errors and Omissions:

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

T. Order Packaging, Labeling and Invoicing

Each order shall be wrapped with label affixed indicating the following information:

- Purchase order number and/or Procurement card (P-Card) identification numbers
- Order date
- Ship to name & address
- Description, quantity and catalog number of the item(s) ordered (not as a label that is affixed)
- Other information, as requested by the ordering department.
- Material Safety and Data Sheets (MSDS) as needed

Packing slips should be attached to the outside of the package such that it can be inspected at the receiving dock/requesting department. Proposer shall adhere to packing requirements as listed within UC Sustainability Policy, noting efforts for overall reduction of packaging materials, recycling of packaging materials, and bans on the use of polystyrene packaging material. Any exceptions should be noted with your exceptions document, if any.

U. Liquidated Damages (UC specific)

Per Section 2.4, if a Proposer fails to accurately and completely specify Buyer's requirements when placing an order(s) with Manufacturer, Proposer shall bear all liability for damages incurred by Buyer related to such failure by Proposer and liquidated damages may apply, as noted below:

Proposer shall pay Buyer five hundred dollars (\$500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Proposer fails to install a material amount of product, as defined below. In the event of such failure, Proposer shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Proposer shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Proposer by Buyer. Proposer will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Proposer's reasonable control.

A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Proposer agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Proposer must correct and remedy all the items on the punch list within 30 calendar days. If Proposer fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Proposer shall deduct 2 1/2% of the total value of the order from the final invoice submitted to Buyer, as liquidated damages. If Proposer fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Proposer shall deduct another 2 1/2% (total of 5%); if Proposer fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Proposer shall deduct another 2 1/2% (total of 7 1/2%); and if Proposer fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Proposer shall deduct another 2 1/2% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Proposer shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Proposer mutually acknowledge, in writing, resolution of all items on the punch list.

V. Termination of Agreement

Any agreement resulting from this RFP may be terminated in whole or in part by University (for cause and/or for convenience) with a written one hundred and eighty (180) day notice without penalty. Any agreement resulting from this RFP may be terminated in whole or in part by Proposer (for cause only) with a written one hundred and eighty (180) day notice without penalty.

W. Order of Precedence

In matters of conflicts of terms, the order of precedence shall be as follows: 1) Final Contract(s) awarded from the RFP; 2) RFP Documents (and referenced documents) as found in CalUsource with any addenda and any written communications evidencing agreement relative to the contract.

X. Exceptions:

The submission of a signed proposal will confirm understanding and acceptance of all requirements, terms and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered and approved by the University (or Omnia, only if terms are Omnia specific). Please note, any exceptions to Minimum Mandatory Requirements (as explained below) or the Mandatory Product & Service Requirements (within the Guidelines/Prerequisites and within this document), may disqualify a Proposer's submittal.

SECTION 2 – Specifications and Requirements

A. Mandatory vs. Desirable

All requirements listed in this RFP are to be considered as Mandatory, unless noted as Desirable/Graded or Optional. Mandatory Requirements are defined as standards that if not met or supplied by the Proposer, the UC reserves the sole right to reject proposal(s) without limitation. They can be found within the Guidelines/Prerequisites and all portions of this document. In addition, the University reserves the right to disqualify any supplier without experience in servicing a large/similar account as a primary provider of Office Furniture. Financial Statements may also be required of an Apparent Awardee. Submission of a Proposal evidences a Proposer's statement they meet the mandatory requirements of this solicitation. The Questionnaire portion of this RFP

Graded/Desirable Criteria can be found within the questionnaire portion of this RFP. Each Proposer's submission (for PHASE #1) will be evaluated/assigned quality points based on these questions. Some require completion of attachments. Your responses to the Questionnaire portion of this solicitation, including 'Question Attachments', will comprise your graded score and/or evidence your capabilities or offerings, which are requirements within this RFP. A Proposer is encouraged to complete all questions.

B. Program Requirements

Requirements are divided into sections as listed below:

1. Company Profile/General Capabilities
2. Pricing Terms and Product
3. Services
4. Sustainability

1. Company Profile & Capabilities

Administration - Supplier shall provide the following program administration functions:

- Project Manager to coordinate program implementation (see implementation Plan).
- Account Management for on-going contract monitoring and maintenance
- On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program (UC specific).
- A “program” for regularly monitoring and comparing UC pricing with pricing available from competitors in the University of California market. (UC specific)
- Meetings between supplier’s account manager(s) and UC Purchasing Departments to discuss previous month’s activities and resolution of any open issues (UC specific)
- Conduct quarterly business review meeting with each UC location (UC specific)
- Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
- A Proposer is required to provide an implementation plan with their proposal, covering the items below. This will be done within the Questionnaire Section of this RFP. This plan should address the various facets of this RFP and a plan for a phased rollout by November 1, 2020. Any finalist will be asked to further detail this plan in a presentation to Evaluators, at the Phase II Mock-up Event. For the purposes of Phase I submittal, a proposer should more generally outline a plan and timeline for the UC, covering (minimally):
 - Catalog development w/ Price Discount List noting period of time needed (if any) to identify the lines that align UC Requirements (Sustainability and Ergonomics), on the Pricing Discount List
 - Ecommerce Integration
 - Campus Profile Development
 - Testing and Pilots
 - Campus Training
 - Marketing and Business Development
 - Providing reports (as noted on Exhibit 6) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

General

- There shall be no minimum order requirements (quantity, dollar size, etc.). (UC specific)
- Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements. (UC specific)
- Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
- Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: <https://www.bifma.org/page/StandardsShortDesc>
- Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
- Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

Ecommerce, Invoicing, and Settlement

- E-commerce Platform Orders: (UC Specific) UC orders will be placed directly with a supplier’s system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including

installation/assembly services where applicable. Supplier should be prepared to bid for this scenario, implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.

- **Integration Requirement: (UC Specific)** Above Integration is a requirement of this RFP and must be accomplished within 18 months of contract signing **for all Broad Line awardees** (single awards are an exception). E-commerce technology is utilized at each of the UC locations. Appendix eCommerce, has been provided within the RFP Guidelines/Prerequisites Section of this RFP, noting requirements. Proposer and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Maintenance of the preferred supplier status conferred by any resulting Agreement from this RFP process will be subject to Supplier's development of an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
- **Quote Functionality: (UC Specific)** A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
- **Paperless Invoicing: (UC Specific)** is a requirement of this RFP. Any awardee will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Proposer may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method. Note: Paperless invoicing can be negotiated on a case by case basis with Participating Agencies if requested.
- **Invoice Detail: (UC Specific)** A along with standard product line item detail, a Proposer is required to detail charges for project management, design services, and installation (i.e. labor hours and rates, including prevailing wages) on any invoices provided to UC.
- **Payment: (UC Specific)** The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce). Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days. Each Proposer will be asked to declare his method of settlement, within the Questionnaire section of this RFP.
- **Liquidated Damages (LD) and Missing Delivery Dates: (UC Specific)** An acceptable installation date will be established in writing by mutual agreement of Buyer, Proposer and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Proposer must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Proposer fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Proposer shall bear all liability for damages incurred by Buyer related to such failure by Proposer and liquidated damages may apply (see Item U).

National Program

- Manufacturer must complete and upload OMNIA Partners Exhibits A, F, & G, found within the Questionnaire Section of this solicitation and marked as National Program.

- Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

2. Product and Pricing

Required Product Categories - all as subject to Ergonomic requirements as listed on [Exhibit – 5](#):

- Panels and Desks/Work Surface (Adjustable and Fixed)
- Storage
- Freestanding
- Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
- Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)

Product Purchase Restrictions (UC Specific) - A Proposer should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.

Furniture Definitions - Required Product_Categories and/or items, all as subject to Ergonomic requirements listed on Exhibit 5, are shown below with further definition located within Exhibit 1 – Definitions. They cover the following items:

- **Paneled Systems**
- **Task Seating**
- **Side Chair:**
- **Desk/Work Surface:**
- **Storage**

Parts Sales – A Proposer must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.

New and Discontinued Products –

1. Successful Proposer(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Proposer's offerings are likely to occur during the life of any resulting contract from this RFP. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
 - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
3. In the event the selected Proposer(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Proposer(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Proposer(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Proposer cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.

4. Successful Proposer(s) shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.

Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.

Warranty -A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years. ' A supplier is required to state their warranty on each product listed within the Product Cost Matrix in the Pricing Section of this RFP and will have the opportunity to provide additional information in the graded questions.

Surcharges and/or Tariffs - With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

5. Services

Specific Delivery & Installation Service Standards, have been detailed for the UC System and National Accounts. These required services are aligned with a Proposer's Pricing/Declared Discounts off List. They are found on Exhibits 2 & 3, as well as the Discount Service Pricing Form. All proposers will align their quoted discounts/pricing to those services, while meeting all other mandated requirements.

Prevailing Wages - Proposer understands and acknowledges that prevailing wages must generally be paid for installation services provided under this program to the extent they include modular furniture or any affixing or detachment of goods to or from realty, all as defined by the California Labor Code. Prevailing wages are to be paid for all labor to be performed at the installation/delivery site except for labor related to the following activities (some exceptions noted):

- Delivery of materials that will not be installed by the delivering Supplier
- Assembly of unattached, freestanding furniture
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code
- Prevailing wages shall also be paid for all labor associated with the special fabrication of any non-standard, non-catalog furniture components that are manufactured specially and exclusively for installation at the project/delivery site.

Note: Additional information can be downloaded at the following site [DIR Website](#). Rates vary depending on the county in which the work is being performed. Prevailing Wage requirements only apply to the UC and work performed in California. Other Participating Agencies might have their own prevailing wage requirements and can be negotiated on a case by case basis.

Customer Satisfaction and Service Standard Metrics (UC Specific) - Successful Proposer(s) will be responsible for product satisfaction. Proposer(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Proposer(s) responsibility for support continues even if the Proposer discontinues selling a product to the extent that resolution is possible. Proposers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival

dates are accurate. Customer satisfaction will be a determining factor in measuring Proposer(s) performance. Proposer and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Proposer and/or Dealer shall provide Toll-free number for order placement and focused customer service team for the UC.

Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

Ship to and Consolidation of Orders (UC Specific) – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

Storage: First 30 business days of storage required shall be at no cost to UC or participating agencies. UC or participating agencies may require items to be in storage beyond 30 bus days. Your rate for this service is required on [Attachment #2 – Pricing – Product and Services](#)

Returns/Damaged product - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Proposer(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If this requirement cannot be scaled to the national level, an exception may be noted for that program.

Trade Fairs at the UC (UC Specific) - If requested a Proposer is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.

Training at the UC (UC Specific) - When requested, the successful Proposer(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Proposer's software, ordering system, etc. at no charge to the UC. Similarly, a Proposer shall participate in developing and delivering Web Training for same.

Manufacturer/Dealer Documentation – A Proposer must provide the following, free of charge; 1) documentation of existing architectural and electrical elements (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCad and PDF formats.

Material Samples (UC Specific) - A Proposer must provide Material samples to customers, when requested.

Seating Labs-Showrooms (UC Specific) - Various locations have seating labs/showrooms with samples for potential customers to evaluate. Is your firm able to provide samples at no cost for these labs/showrooms? Also, if a customer would like to evaluate a seat in their work environment how quickly could you provide a sample and would it be at no cost?

Response Times (UC Specific) - Proposers must acknowledge the following service standards and provide minimum guarantees to consistently adhere to the standards. Please provide any exceptions to these response times and specify impacted locations or regions beginning with any exceptions to any UC campus...

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days
Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns (UC request/error)	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development	within 2 business days after installation walk thru
Punch list closure	within 30 (or 10) business days after both parties agree as to responsible party

The minimum quality of service standards set forth above recognize that occasional errors are likely; however, the Proposer further agrees to use best efforts to achieve 100% quality of service level. Should, however, the quality levels fall below the minimum standards and the supplier does not take corrective action, the UC may terminate the agreement. Please describe your escalation process and contacts for addressing service failures.

6. Sustainability (UC Specific)

Policy pertaining to this RFP - Exhibit 4 of this RFP details all minimum requirements as established by the UC Sustainability Policy for Indoor Furniture. A Proposer must review these prior to completing documents and researching which of their product align.

Take back program: Any Proposer awarded a contract as a result of this RFP, will be required to offer a Some version of an end-of-life take-back or re-use program to the UC, for a reasonable added cost.

Chemicals of Concern – within 18 months of contract signature, any contracted supplier will be required to limit the UC catalog of goods (to the UC), to items which do not contain Chemicals of concern, as noted within Exhibit 4 -, unless an exception for specific product is noted.

- EXHIBIT 1 – Definitions**
- EXHIBIT 2 – National Service Standards (as accompanies pricing)**
- EXBINIT 3 – UC Service Standards (as accompanies pricing)**
- EXHIBIT 4 – UC Sustainability Policy and Minimum Standards**
- EXHIBIT 5 – Ergonomic Requirements**
- EXHIBIT 6 - UC Reporting Requirements**

EXHIBIT 1 – RFP DEFINITIONS

General

Broad Line Manufacturer/Qualified Proposer – a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the five (5) main categories of Office Furniture (System, Seating, Storage, Free Standing Furniture, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements).

Dealer or Dealer Service Network Provider - Subcontractor and/or provider of goods and services on behalf of Manufacturer such as furniture, furniture design, layout design, workspace planning, showroom demonstration, warehouse storing, delivery, installation, customer service, invoicing, payment collections, credit card processing, etc.

Design - Major Revision - A major revision is defined as any modification in which an excess of 30% of the design is revised.

Project Management - Enhanced professional services through a Dealer authorized representative. Dealer authorized representative provided under the Agreement will provide project management services, in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or team and proper oversight must be maintained and milestones must be adhered to.

Punch List -A term used to describe an inventory list of all corrections, additions, or deletions to an Installation or project which requires an action on the part of the Supplier, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

Reconfiguration -A term used to describe the process of disassembly, re-assembly and possible relocation and redesign of existing furniture systems.

Services - Refers to all services provided by the Dealer, including "Value-Added" services, and "Per Hourly-Rate" services as mentioned in this RFP and outlined under Exhibits 2 and 3 in this RFP.

Supplier – Manufacturer and Primary Contracting Entity, as represented by its Dealers/Authorized Dealer Services Network and its other business entities within its supply chain for the purpose of proposing goods and services under this RFP, as a single contracting entity. The term Supplier, therefore, is used interchangeably with Manufacturer, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier proposes to carry out its duties and obligations in answer to this solicitation.

RFP. Value-Added Services - Includes all enhanced professional services, such as design and installation, provided by Dealer.

Waste Removal/Removal of Debris - Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC's Sustainability Policy

Furniture Items Definitions

Exclusions to below – Any “Product listed or registered with FDA as a medical device or a furnishing that meets a specific clinical requirement for UC clinicians.”

Paneled Systems - Pre-fabricated paneled workstations or cubicle office. Includes panels, desk, storage, filing work surfaces, cabinetry, accessories, etc. **Task Chair:** A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit 5.

CSA- Z412, Guideline on Office Ergonomics, page 161

Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit 5.

CSA- Z412, Guideline on Office Ergonomics, page 161

Side Chair: A side chair is a chair designed for short-term sitting (i.e. guest chair) and is not designed to be used during work tasks. A side chair usually has a fixed seat height, seat angle, and backrest, and it may or may not have arms. The minimum weight capacity is 250 pounds.

ANSI-BIFMA x5.1-2002

Desk/Work Surface: A desk/work surface is a piece of furniture with a surface designed to allow the user to complete their work tasks. Work tasks can include but are not limited to reading, writing, and use of computers, telephones, calculators, and microscopes. Surfaces can be flat or angle adjustable (for example drafting tables). Work surfaces should be designed to support work equipment and task materials while allowing adequate clearance, access, and support for the majority of users. Desks/work surfaces may be freestanding or part of a panel system which is secured to the wall or floor. All work surfaces shall follow the dimension and height adjustability guidelines of Exhibit 5.

ISO 9241-5, Ergonomic requirements for office work with visual display terminals, page 9, 15

Storage: A piece of furniture designed to store items. Storage units shall meet the following requirements: Adjustment controls should be easy to operate from usual working positions and designed so they encourage correct use

Drawers should be designed to prevent unintentional opening

Drawers should not require undue force to open and close

Drawers should not be able to be pulled out so they unintentionally fall

Casters on mobile pedestal drawers should be chosen to match the floor surface where the pedestal will be used

EXHIBIT 2 – National Service Standards – (as accompanies pricing)

NATIONAL PROGRAM FOR DELIVERY AND INSTALLATION SERVICES

DELIVERY

Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.

Inside Delivery means product is delivered to the site and unloaded.

BASIC INSTALLATION - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser’s approved plan and specifications.

EXPANDED/COMPLEX INSTALLATION Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

BASIC AND EXPANDED INSTALLATION PRICING PARAMETERS
During normal business hours, M-F, 7:00am-5:00pm local time.
Non-union labor
All necessary tools and equipment required to install per the drawing or quote
Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
Free and clear access to loading docks and elevators
Job site to be free and clear of debris
Service work not be hindered by other trades, product tools, equipment
Reasonable access to space

Exclusions:

- Any work requiring a licensed electrician is the purchaser’s responsibility
- Hardwiring of furniture to the building source
- Connection of phone and data lines to the building source

Additional Cost:

- Union, prevailing wage, overtime, and “after hours” (evenings, weekends, holidays) work.

VALUE ADDED SERVICES

- Value added services as listed on National Product Line Discounts/Services Pricing Form,

PRICING - Refer to “Attachment #2 – Pricing -Product and Service” for pricing details for Delivery, Basic and Expanded Installation, and Value Added Services

EXHIBIT 3 - UC Service Standards (as accompanies pricing)

UC PROGRAM FOR DELIVERY AND INSTALLATION SERVICES

Drop Ship Delivery has two options:

- Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.
- Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.

Dealer Delivery/Basic Installation Services will include:

- Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
- Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
- Removal and disposal of any packing materials (removed from UC site/property).
- ADA compliance (required)
- Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
- Processing of any necessary freight/damage claims.

Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:

- All services described in above Basic Installation.
- Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
- Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

Design Services

Design Services are usually utilized for a Complex Installation project. These same design services are available when using Drop Ship Delivery or Basic Installation and are quoted as an additional hourly cost. Pricing for design services include, but are not limited to:

- Maximum of Two Designs
- Up to Two Major Design Revisions (changes > 30%)
- Fully-annotated 2D and 3D CAD renderings for initial design and all revisions
- Complete Installation Drawings
- Site Verification and Field Measurements prior to Furniture Order
- Verification of all Critical Measurements taken from Architectural Drawings
- Furniture Electrical Plans (Note: Client/Customer responsible for coordination and implementation of the building electrical/data per furniture plans.)
- Signed Furniture Plans required prior to Specification of Furniture
- Furniture Installation is ADA and California Building Code compliant
- All Finish and Product Samples as needed/as requested; Help and Consultation in the Selection
- Attendance at Required Meetings

Installation Job Site Expectations

- All necessary tools and equipment required to install per the drawing or quote

- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Reasonable access to the space; Access to hoisting and/or elevator service
- Job site to be free and clear of debris
- Containers for the disposal of packing materials off-site
- Service work not be hindered by other trades, product tools, equipment

Exclusions, which are the customer's responsibility, are:

- Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
- Connection of phone and data lines to the building source

Exclusion, which would incur additional labor and equipment cost, is:

- Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Installation Labor

Installation labor for a Basic Install or a Complex Install are expected to be conducted during normal business hours, M-F, 7:00am-4:30pm local time, and confirmed by each UC location. Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard labor rate (not to be less than UC Fair Wage-Fair Work rate (currently \$15.00 per hr.), taking into consideration the labor activity required for the installation and the local labor regulations.

The quoted hourly labor rates are required to be displayed in a detail breakdown on the quote, i.e., number of hours, number of crew, etc. and will include any overtime or "after hours" work, such as evenings, weekends, and holidays.

Pricing - Refer to "Attachment #2 – Pricing – Product and Service" for pricing details for Delivery, Basic and Complex Installation, and Value Added Services.

EXHIBIT 4 – UC Sustainability Policy and Requirements (as related to the Indoor Furniture Category)

Below are excerpts and links related to recent revisions made to UC’s Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29): <https://policy.ucop.edu/doc/3100155/SustainablePractices>
- UC SUSTAINABLE PROCUREMENT GUIDELINES: <https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>

UC Sustainable Practices Policy – Sustainable Procurement

E-COMMERCE REQUIREMENTS

Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

- 1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
- 2) Unless locations request otherwise, products that do not meet the University’s minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

PACKAGING STANDARDS

The University is required to outline the UC Standards for packaging materials in all RFPs. Proposers will be required to demonstrate how their standards and practices for packaging materials meet these Standards. Additional consideration during evaluation will be given to Proposers who meet more than one criteria listed in (a) - (e) below, with preference given to bids meeting (b).

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

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

PACKAGING FOAM BAN

By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.

Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam.

*Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

ELECTRONIC TRANSFER OF SUPPLIER INFORMATION

Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with

UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

ENVIRONMENTAL MARKETING CLAIMS

All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf>).

UC Sustainable Procurement Guidelines

GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING

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 (<http://supplier.kp.org/formsreqs/KPEPPStandards.pdf>), 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 agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

FURNITURE SUSTAINABILITY STANDARDS

These standards are applicable to all new 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. These standards do not apply to 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.

In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

Minimum Required Criteria:

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
 - a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).

b) Be free of the 5 classes of chemicals of concern described below:

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. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
 - d. 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.
 - e. 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. Compliance documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).
1. 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.
2. 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. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
3. 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.

4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

Preferred Criteria:

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
 - GOTS
 - Standard 100 by Oeko-Tex
 - STeP by Oeko-Tex
 - Cradle to Cradle
 - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

Documentation Requirements

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

Definitions

Antimicrobial chemicals:

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

Flame retardant chemicals:

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above

1,000 ppm.

Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.
- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

Volatile Organic Compounds (VOCs):

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.

EXHIBIT 5 – Ergonomic Requirements

The term 'minimum' as used in this section is not a minimum mandatory requirement, or a 'hard specification', it is considered a target measurement or typical desired range, and therefore some variance will be considered and allowed.

A. Seating

Task Seating

Basic Features:

Chair seat swivels easily on a five-leg pedestal base with casters.

Casters are available for different floor surfaces such as carpet, hardwood, and linoleum -

Adjustment controls - easy to adjust from the sitting position and clearly marked to indicate function

No sharp or hard edges anywhere on the chair or controls

Weight capacity of chair is:

Minimum: At least 250 pounds

Preferred: At least 275 pounds

Five-year minimum warranty

Chair adjustment instructions provided to end user

Seat Features:

Seat height – adjustable at least 4.5 inches within the range of 15 – 22.5 inches from the floor to top of the seat

Seat depth

Minimum: If non-adjustable, seat should be no greater than 17" depth.

Preferred: Adjustable seat depth - provides up to 4 inches of forward/backward seat pan movement, range must include 17" seat depth.

Seat pan angle

Minimum: If seat angle does not adjust, seat is designed with a slight backward or forward angle.

Preferred: Seat angle range has at least 6 degrees of user-controlled adjustability, from leaning forwards to leaning backwards.

Seat pan width minimum of 18 inches/

Front edge of seat is rounded.

Backrest Features:

Backrest height - top of backrest is at least 17.7 inches above the seat (1, pg. 82).

Backrest height adjustability

Minimum: Entire Backrest and /or lumbar support adjustable within the range or 6 - 10.5 inches above the seat 1.

Preferred: Entire backrest and/or lumbar support adjustable from 6-10.5 inches above the seat.

Backrest width - at least 14 inches

Backrest shape

Minimum: Backrest is curved at the lower portion to support the lumbar area

Preferred: Backrest should curve outward towards seated user, especially at the lower portion to support the lumbar area (1, pg. 83).

Backrest angle

Minimum: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to slightly reclined position (105 degrees)

Preferred: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to recline position (120 degrees). User-adjustable headrests are necessary for chair reclining greater than 120 degrees

Backrest angle lock -

Minimum: Backrest can move freely with user-adjustable resistance.
Preferred: Backrest can be locked into various positions.

Armrest Features:

Armrest height

Minimum: adjustable and within the range of 7-10.5 inches.
Preferred: adjustable from at least 7 to 10.5 inches above seat.

Armrest width

Minimum: At least 18 inches of clearance between armrests.
Preferred: At least 18 inches of clearance between armrests and arm-rests adjust in/outwards and pivot.

Armrest shape – smooth, flat, padded with no hard edges or materials.

Value-added Features: Required

Chairs are delivered to campus assembled.

Instructions for warranty and maintenance issues are provided.

Available in fabric and vinyl.

Samples available for Ergonomic Program review and demo rooms.

Speed of delivery/quick ship.

A. Work Surfaces

Free Standing Height Adjustable Table

Basic Features

- Height adjustability minimum from 22 to 48 inches. Prefer entire work surface is user height adjustable (electric or crank system) within the above range.
- Width of top surface: Shall have a minimum of 48 inches of usable desk surface with a minimum of 41 inches unobstructed leg room underneath
- Work surface Depth (with no obstructions for the legs): Shall be a minimum of 24 inches deep. 30 inches or more preferred
- Thickness: No greater than 1.5 inches
- Finish: Matte finish
- Edges: Rounded front edges; no sharp corners, cut-outs, or edges
- Stability: Shall be structurally rigid and stable. Shall support at least 200 pounds

Value-added Features: Required

- Tables are delivered to campus assembled.
- Instructions for warranty and maintenance issues are provided.
- Samples available for Ergonomic Program review and demo rooms.
- Speed of delivery/quick ship.

EXHIBIT 6 – UC Reporting Requirements

Any Proposer awarded a contract, as a result of this RFP, will be required to provide various reports, as reasonably requested for purpose of special projects and/or price auditing. Those request shall be limited. The following reports are required at particular intervals, and pertain to sales of product and service provided to UC Locations/Campuses or to sustainability efforts.

UC System-wide Purchase and Usage Reporting

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within fifteen (15) business days from the close of the previous quarter. Proposer agrees to collect the usage/ purchase data from Proposer's Authorized Representatives and verify the data accuracy.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -June quarter
- Oct: for the prior July-Sept quarter

Sustainability Reporting

Proposer shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator.

The usage report shall be submitted each quarter, within fifteen (15) business days from the close of the previous quarter. Proposer agrees to collect the usage/ purchase data from Proposer's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier)
- Campus Purchase Order Number
- Order date or invoice date
- Customer number
- Campus Contact Name (order contact name)
- Ship To Address
- Product Category (systems furniture, conference, seating, lounge)
- Manufacturer Name
- Manufacturer Product Number*
- Item Model Name*
- Item Description
- Unit Price**
- Extended Price (quantity x unit price)
- Total Weight (lbs.)
- Pre-Consumer Recycled Content per unit (%)
- Post-Consumer Recycled Content per unit (%)
- Hard Surface Material (e.g. laminate, veneer, etc.)
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold)

- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold)
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three)
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N)
- Textile Brand/Manufacturer Name
- Textile Name
- Textile Certification Name and Achievement Level

*These fields should reflect functional units. For example, the line item would show the model name, quantity and price for an entire desk or chair as opposed to seeing separate line items per component (leg, surface, castor, seat pan, etc.). In other words, however that item is considered a "unit" for the purposes of IAQ certification, Cradle to Cradle certification, recycled content reporting, etc.

**Installation and delivery charges should not be included in the furniture unit price.

Attachment #1 - Product Categories and Dealer Network TAB 1 - PRODUCT CATEGORIES (BREADTH OF PRODUCT)

Instructions: Please complete in full and upload as Attachment #1_Company Name_RFP# 001218 inside the Questionnaire Section of this RFP. Note: The first five categories and items are required in order to qualify as a Broad Line manufacturer of Office Furniture, for purposes of this solicitation.

Company Name:				Company Name:		Company Name:	
Categories of furniture offered	Type within category	Included Yes/No	Number of items in category	Number of items in category, meeting UC Minimum Sustainability and Ergonomic	% of category meeting the requirement	Number of items in category, meeting UC Preferred Sustainability and Ergonomic requirements of this RFP	% of category meeting the requirement
EXAMPLE RESPONSE	Task Chairs	Yes	75	60	80%	30	40%
Systems Furniture	• Modular office furniture system		0	0	#DIV/0!	0	#DIV/0!
	• Benching product lines		0	0	#DIV/0!	0	#DIV/0!
	• Adjustable Hgt. Work surface		0	0	#DIV/0!	0	#DIV/0!
	• Other		0	0	#DIV/0!	0	#DIV/0!
				0	0	#DIV/0!	0
Freestanding Furniture	• Work Surface		0	0	#DIV/0!	0	#DIV/0!
	• Work Surface -Adjustable Height		0	0	#DIV/0!	0	#DIV/0!
	• Credenza		0	0	#DIV/0!	0	#DIV/0!
	• Other		0	0	#DIV/0!	0	#DIV/0!
Storage:	• Book Cases		0	0	#DIV/0!	0	#DIV/0!
	• Files		0	0	#DIV/0!	0	#DIV/0!
	• other		0	0	#DIV/0!	0	#DIV/0!
Seating:	• Task Seating (chairs and stools)		0	0	#DIV/0!	0	#DIV/0!
	• Guest/Side Seating		0	0	#DIV/0!	0	#DIV/0!
	• Foot Rest/Ottomans		0	0	#DIV/0!	0	#DIV/0!
	• Conference Seating		0	0	#DIV/0!	0	#DIV/0!
	• Lounge Seating		0	0	#DIV/0!	0	#DIV/0!
	• Flexible Learning Seating		0	0	#DIV/0!	0	#DIV/0!
Tables:	• Conference Tables (With or without electronic/AV)		0	0	#DIV/0!	0	#DIV/0!
	• Training/Classroom or Collaborative Learning Tables		0	0	#DIV/0!	0	#DIV/0!
	• Occasional Tables (i.e. end table, coffee table)		0	0	#DIV/0!	0	#DIV/0!
	• Height Adjustable Tables		0	0	#DIV/0!	0	#DIV/0!
	• Other		0	0	#DIV/0!	0	#DIV/0!
Architectural Elements:	• Demountable wall systems/Privacy Walls		0	N/A	#VALUE!	N/A	#VALUE!
	• Beams		0	N/A	#VALUE!	N/A	#VALUE!
	• Power and Flooring		0	N/A	#VALUE!	N/A	#VALUE!
	• Other		0		#DIV/0!		#DIV/0!
Integrated Technology:	• Whiteboards		0	N/A	#VALUE!	N/A	#VALUE!
	• Acoustical Solutions		0	N/A	#VALUE!	N/A	#VALUE!
	• Other		0	N/A	#VALUE!	N/A	#VALUE!
Accessories and Technology Support	• Lighting, Power and Cable		0	N/A	#VALUE!	N/A	#VALUE!
	• Desk Accessories		0	N/A	#VALUE!	N/A	#VALUE!
	• Computer Support (Keyboard Trays, Monitors, etc.)		0		#DIV/0!		#DIV/0!

Other	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
Classroom Furniture and/or Fixed Seating	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0	0		0	

Attachment #1 - Product Categories and Dealer Network [TAB 2 -DEALER NETWORK \(INFORMATION\)](#)

Instructions: Please indicate if you sell products directly. Follow that information by detailing your Dealer Network, per headers below; their name, the campuses they are able to service, their status as it relates to your furniture lines (volume/market share within the region covered), and Manufacturer showroom location(s) that would pertain to your recommended dealer(s) from which the work will be done if your firm is awarded a contract as a result of this RFP. After Completion, please upload as Attachment #1_Company Name_RFP# 001218 with submission.

Example Dealer	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Best Ever Furnishings & Design Services	UCI, UCLA, UCR, UCSB	Primary Supplier for full product line and all services line close line & open line (Textiles) offerings	Space Planning and Design Services, Project Management, Installation Services)	Los Angeles, Ca.

Proposer Name	
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Is UC able to purchase directly?		
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Dealer #1	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #2	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)

Dealer #3	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #4	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #5	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Dealer #6	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)



Product Category	UC Program - Manufacturer Discount off List					
	Product line	Drop Ship	Basic Installation	Complex Installation	Volume Discounts 100k-350k	Volume Discounts >350k
Systems Furniture						
Freestanding Furniture						
Storage						
Seating						
Tables						

Architectural Elements						
Accessories and Technology Support						
Fixed Seating & Higher Education Classroom Furniture						
Repair Parts (non-warranty) - Discount off List						
Other Categories						
Insert additional rows as needed						
Other Required Services for UC Locations - to be offered by Dealer for additional cost when not included in Customer's chosen Discount package, listed above.	Hourly Rates			Comments		
Design Services						
Project Management Services						
Asset Management (e.g. Dealer tracks ownership at campus level)						

Demolition (breakdown and removal or repacking of old stock)		
Other - Insert rows as needed		
Storage	Rate per Sq. Ft.	Comments
Storage (for anything beyond the mandated 30 days)		
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate (not to be less than UC Fair Wage-Fair Work rate), taking into consideration the labor activity required for the installation and the local labor regulations. Proposer to state your standard labor rate (may quote a range) noting it must equal or exceed UC Fair Work/Fair Wage requirement - currently \$15.00 hourly.	Hourly Rates	Comments
Standard Installation Labor		
Services Associated with Discount off List		
Drop Ship Delivery has two options: <ul style="list-style-type: none"> • Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points. • Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot. 		

Dealer Delivery/Basic Installation Services will include:

- Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
- Furniture wiped down, leveled, and placed ready-to-use furniture per customer's instructions.
- Removal and disposal of any packing materials (removed from UC site/property).
- ADA compliance (required)
- Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
- Processing of any necessary freight/damage claims.

Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:

- All services described in above Basic Installation.
- Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
- Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

Exclusions, which are the customer's responsibility, are:

- Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
- Connection of phone and data lines to the building source

Exclusion, which would incur additional labor and equipment cost, is:

- Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Accessories and Technology Support								
Fixed Seating & Higher Education Classroom Furniture								
Repair Parts (non warranty) - Discount off List								
Other								
Insert additional rows as needed								
Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.	Hourly Rates (NTE)				Comments			Exceptions Noted
Design Services								
Project Management Services								
Asset Management (e.g. Dealer tracks ownership at campus level)								
Demolition (breakdown and removal or repacking of old stock)								
Other - Insert rows as needed								
Storage	Rate per Sq. Ft. (NTE)				Comments			Exceptions Noted
Storage (for anything beyond the mandated 30 days)								
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate. taking into consideration the labor activity required for the installation and the local labor regulations. Proposer to state your standard labor rate as a NTE (not to exceed) rate for national program pricing.	Hourly Rates (NTE)				Comments			Exceptions Noted
Standard Installation Labor								
Services Associated with Discount off List								Exceptions Noted
1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.								

2. Inside Delivery price includes product delivered to the site and unloaded.

3. Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

4. Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project



This is only a sample. **All to be completed per RFP Terms and Negotiations**

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

1. Statement of Work

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

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **Date** and through **Date** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Number** successive **Number** -year periods (each, a Renewal Term), by providing Supplier with at least **Number** calendar days’ written notice before the end of the Initial Term or any Renewal Term. **[Per RFP Terms and negotiations]**
- b) UC may terminate the Agreement for cause or convenience by giving Supplier at least 180 calendar days’ written notice.
- c) Supplier may terminate the Agreement for cause by giving the other party at least 180 days’ notice to cure a breach of the Agreement (Cure Period).

3. Purchase Order; Advance Payments

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

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

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

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

[Per RFP Terms] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method: **[Per RFP Terms]**

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **[Per RFP Terms]**

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

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

Settlement Method and Terms

[Per RFP Terms] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows:

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below. **[Per RFP Terms]**

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

Name	
Phone	
Email	
Address	

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

Name	
Phone	
Email	
Address	

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	
Phone	
Email	
Address	

To UC, regarding contract issues not addressed above:

Name	
Phone	
Email	
Address	

To Supplier:

Name	
Phone	
Email	
Address	

6. Intellectual Property, Copyright and Patents [select one]

The Goods and/or Services involve Work Made for Hire

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

7. Patient Protection and Affordable Care Act (PPACA) [select one]

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

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

8. Prevailing Wages [Per RFP Terms]

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

9. Fair Wage/Fair Work [Per RFP Terms]

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

10. Federally Funded Contracts, Grants, and Cooperative Agreements

11. [Per RFP Terms]

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

11. 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).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **[Per RFP Terms]**

13. Service-Specific and/or Goods-Specific Provisions

[Per RFP Terms – to be added]

14. Records about Individuals

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

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 5-19-19 are hereby amended as follows:

[Per RFP Terms and negotiations]

16. Amendments to Appendix – Data Security

The UC Appendix – Data Security, dated _____ is hereby amended as follows:

[Per RFP Terms and negotiations]

17. Incorporated Documents

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

- a. **Prime Contract, including SOW all UC appendices**

- b. Statement of Work – Attachment A
- c. RFP and RFP Response

18. Entire Agreement

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

3.2 Distribution, Logistics

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

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

3.3 Marketing and Sales

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

OMNIA PARTNERS EXHIBITS

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

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

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

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

OMNIA

PARTNERS

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

TERM OF AGREEMENT; TERMINATION

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

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

NATIONAL PROMOTION

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

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

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

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

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

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

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

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

[INSERT SUPPLIER ENTITY NAME]

**OMNIA PARTNERS, PUBLIC
SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

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

OMNIA PARTNERS EXHIBITS

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

OMNIA PARTNERS EXHIBITS

EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit D

ACH Payment Information

Payee Information:

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

(866) 408-3077

Financial Institution Information:

ACH Information For: OMNIA Partners, Public Sector
Bank Name: Fifth Third Bank
ACH Routing Transit Number: 064103833
Account Number: 7362195757

OMNIA PARTNERS EXHIBITS

EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

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

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the

right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

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

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

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

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

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

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

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

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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

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

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized
Representative: _____

Email Address:

Signature of Authorized Representative: _____ Date: _____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

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

DOC #1

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

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

Date

Authorized Signature and Title

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

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

OMNIA PARTNERS EXHIBITS
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- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
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Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

Date

Authorized Signature and Title

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EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

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Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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OR:

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

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Name	Address	Interest

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Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

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- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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

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

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Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

Date

Authorized Signature and Title

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

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of _____

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

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

Date

Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

Offerors should submit the above form completed with their proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

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

WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

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

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS

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

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

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

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

HIGHER EDUCATION

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

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

STATE AGENCIES

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