

UC SYSTEMWIDE REQUEST for PROPOSAL (RFP)



Issued By: The Regents of the University of California

RFP ID: UC Systemwide Hazardous and Medical Waste | 003101-Mar2023

RFP Modules: Projects, Brokers, and Incinerators

RFP Date: April 7, 2023

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The University of California Procurement Services
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The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

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REQUEST FOR PROPOSAL (RFP) EVENT AND PROCESS SUMMARY

SECTION I: ORGANIZATIONAL CONTEXT

1.1 University of California

The University of California (UC), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to academic excellence in teaching, research, health care and public service. Since the opening of its first campus in 1868, the University of California system has been committed to responsible stewardship of its resources, education and innovation for the public good. The UC has approximately 285,000 undergraduate and graduate students, a workforce of 216,000, and encompasses ten campuses, six academic health centers, four law schools, a statewide Division of Agriculture and Natural Resources and is also involved in the operation and management of three national laboratories for the U.S. Department of Energy (DOE), as further detailed herein:

- **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.
- **Six Health Centers:** UC Davis, UC Irvine, UC Los Angeles, UC Riverside, UC San Diego, UC San Francisco.
- **The UC Office of the President:** a central systemwide 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:** a statewide research and public service organization that serves a large and diverse agricultural community. The division collaborates on research with all campuses, and conducts studies at nine research and extension centers and on private land in cooperation with California producers. In addition, research and educational programs are conducted in each of the state's 58 counties.
- **UC Hastings College of Law**
- **Lawrence Berkeley National Lab:** 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.

UC Procurement Services

UC Procurement Services is the centralized procurement/supply chain hub for the University of California. UC Procurement Services develops and implements systemwide supply chain strategies and policies that leverage UC's purchasing power to optimize systemwide spend.

UC Procurement Services coordinates with the entire UC system to establish systemwide agreements for goods and services that are commonly purchased at UC locations. UC systemwide agreements are created through a competitive RFP and award process that considers

the business requirements and policies of the University, along with the quality and price of goods and services.

UC Procurement Services also acts as a lead agency for OMNIA Partners (see Section 1.2 below) to create a portfolio of competitively bid contracts that benefit from the scale of UC's purchasing power. UC Procurement Services' broad range of contracts can be used by UC campuses, other higher education institutions, K-12 education systems, local and state government and nonprofit agencies nationwide.

UC Sustainable Practices Policy

The University of California, as part of its commitment to sustainability and in alignment with its mission of teaching, research and public service will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The UC values the health and wellbeing of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves, as well as those throughout its supply chain. As such, goods, services, and supply chain impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products and/or services exist, they will be strongly preferred.

i. **Corporate Social Responsibility (CSR) monitoring platform**

To better assess our supply chain impacts, we conduct assessments of our supplier's Corporate Social Responsibility (CSR) performance using the EcoVadis CSR monitoring platform (<https://www.ecovadis.com/>). This platform combines CSR assessment best practices and data management tools that allow organizations to demonstrate CSR management and performance. Suppliers responding to this RFP are invited to participate in an assessment through the EcoVadis platform. The supplier's acceptance and participation in this CSR assessment requires the company to agree to share their scorecard with UC. The CSR assessment of each supplier will be managed through the EcoVadis online platform, and will focus on four main themes: Environment, Labor Practices & Human Rights, Fair Business Practices and Sustainable Procurement.

ii. **Packaging Requirements**

Packaging for all products procured by UC must be designed, produced, and distributed to the end user in a sustainable manner. The UC requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) 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. Also, UC requires all packaging meet at least one of the criteria listed below:

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

The UC prohibits the sale, procurement, or distribution of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids) in all packaging other than for medical or laboratory goods where there is no alternative.

iii. **Environmental Marketing Claims:**

The UC requires all sustainability related purchasing claims to 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.

1.2 **OMNIA Partners – National Program**

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

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

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibits A through G).

The University of California anticipates spending approximately \$160,000,000.00 over the full potential Master Agreement term for hazardous and medical waste goods and services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of hazardous and medical waste goods and services purchased under the Master Agreement through OMNIA Partners is approximately \$50,000,000.00. This projection is based on the current annual volumes among the other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other

Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

The goal of this RFP is to establish a national contract(s). If Supplier is unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. The UC will evaluate responses in their entirety, may require patronage fees for direct solutions and determine award based on the most advantageous proposal.

SECTION II: Purpose & Objectives of the RFP

2.1 RFP Objectives

The UC invites qualified and responsible Suppliers to prepare and submit proposals to this Request for Proposal (RFP) for Hazardous and Medical Waste Good and Services (together, the “Goods and Services”) all in accordance with Federal and State of California laws and the requirements of UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies across the country will be able to utilize.

The overall objective of this RFP is to select Hazardous and Medical Waste Supplier, or multiple Suppliers, to assist UC, and national participating agencies, in obtaining the best, most cost-effective Goods and Services of the highest quality and standards. Qualified Suppliers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a business alliance with UC and OMNIA Partners, that will maximize the resources of both organizations to meet the needs of UC and national participating agencies most effectively.

Historically, UC systemwide annual spend for hazardous and medical waste has been approximately \$16 million each year for the last two (2) fiscal years.

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

2.2 Issuing Office and Communications Regarding the RFP

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

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

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

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

SECTION III: SCOPE OF SERVICES

3.1 General Scope

The UC Systemwide Hazardous and Medical Waste RFP will include multiple waste subcategories.

The Hazardous Waste Stream includes the following subcategories:

- Lab Pack
- Mercury Solutions
- Mercury Debris
- Consolidated Liquids and Solids
- Empty Contaminated Drums
- Gas Cylinders
- Potential Explosive Chemicals
- PCBs
- Oils and Automotive Fluids
- Light Bulbs
- Electronics
- Batteries
- Paints
- Asbestos
- Rental Equipment
- Supplies
- Pesticides
- Soils

The Medical Waste Stream includes the following subcategories:

- Regulated (Incineration)
- Regulated (Autoclave)
- Pathological
- Pharmaceutical
- Chemotherapy (Vendor Supplied Container)
- Chemotherapy (UC Supplied Container)

Brokers and incinerator suppliers need to provide pricing submission for half and full pack as well as alternative unit of measure options. If the supplier(s) are bidding containers, please note the maximum pound capacity for each container type.

Bidders need to submit goods and services pricing information in the Projects Module.

The RFP will be reviewed and evaluated by the Hazardous Waste Action Group (HWAG), the Environmental, Health, and Safety (EH&S) Leadership Council, and UC Systemwide Procurement.

Although this section reflects the needs and requirements of UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their hazardous and medical waste of goods and/or services nationally. OMNIA Partners Participating Agencies may sign a supplemental or usage agreement with the awarded Supplier 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.

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

3.2 Agreement Term

The term of the Agreement shall commence upon execution of the Agreement and will be for a period of 5 years (the "Initial Term") with 5 optional one (1) year extensions (the "Renewal Terms"), at the sole discretion of the UC, for a total of 10 years. Category discounts shall remain firm for the Initial Term and all Renewal Terms of any Agreement which may be awarded pursuant to this RFP. All pricing must be verifiable and auditable from the date of the contract award.

SECTION IV: RFP REQUIREMENTS & PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Timeline

Suppliers interested in submitting proposals in response to this RFP should do so according to the schedule in the Timelines section in the CalUsource portal, tabulated below. A Supplier may be disqualified for failing to adhere to the dates and times for performance specified in the portal. All times are Pacific Time Zone and dates are subject to change at the sole discretion of the UC.

RFP Activity	Date
RFP Issuance	April 7th
Pre Proposal Conference	April 19 th 3 p.m. PT
Supplier Questions and Clarifications	April 26 th 5 p.m. PT
UC Response to Supplier Questions	May 3rd
RFP Response Due by	May 12 th 5 p.m. PT

The UC reserves the right to modify the above schedule of events in the Timelines section for this RFP in the CalUsource portal and make changes to other provisions in this RFP.

4.2 Pre-proposal conference

A pre-proposal virtual conference will be held on April 19, 2023 from 3 p.m. to 4 p.m. PT, via Zoom. The Zoom link is <https://UCOP.zoom.us/j/4117029660?from=addon>

Meeting ID: 411 702 9660

One tap mobile

+12133388477,,4117029660# US (Los Angeles)

+16692192599,,4117029660# US (San Jose)

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 219 2599 US (San Jose)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 646 518 9805 US (New York)

+1 646 876 9923 US (New York)

+1 646 931 3860 US

*4 (from UCOP office phone)

Meeting ID: 411 702 9660

Find your local number: <https://UCOP.zoom.us/j/4117029660>

The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the RFP, as well as provide Suppliers the opportunity to ask questions about the RFP, OMNIA program, and UC's requirements. Attendance at the pre-proposal conference is highly recommended for Suppliers who intend to submit a proposal. Attendance at the conference is limited to two representatives from each participating company. Please contact the RFP Commodity Manager by email at Reynaldo.Cano-Boza@ucop.edu for Zoom meeting instructions.

Any changes to the pre-proposal conference call requirements are at the sole discretion of the University.

4.3 Intent to Respond to RFP

Suppliers must confirm their intent to respond to this RFP by confirming their participation in CalUsource.

4.4 Addenda to the RFP

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

4.5. Method of Submission

Proposals in response to this RFP must be submitted online using CalUsource **no later than the time and due date stated in the Timelines section in 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 Suppliers review the [Supplier Resources](https://CalUsource.net/supplier-resources/) at <https://CalUsource.net/supplier-resources/> for guidance on how to navigate and use CalUsource. Supplier's inability to enter their response into the CalUsource portal will not be accepted as a reason for a late response.

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

4.6 Proposal Submission Process

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

4.6.1 Guidelines

This is a prerequisite section for accessing the complete RFP package. Suppliers must read and follow the instructions for each of the following Guidelines documents.

- 1) UC Systemwide Hazardous and Medical Waste_003101-Mar2023_Brokers and Incinerators
Note: Small Business read RFP description in the Attachment Section.
- 2) Purchasing Agreement 10.1.19
- 3) Statement of Work – Standard Template
- 4) UC Terms and Conditions of Purchase, dated Revised 12 14 21
- 5) UC Sustainability Requirements
- 6) OMNIA Partners – Exhibit A, B to H
- 7) UC Pricing Sheets
- 8) Mock Lab Pack Exercise-List of Chemicals for lab 2023

4.6.2 Questionnaires

This section contains a set of questionnaires, and Suppliers are required to respond to all questionnaires listed below. Your responses will be evaluated and graded.

- 9) Business Structure
- 10) General and Technical Capabilities
- 11) Customer Training/Customer Service
- 12) OMNIA Questionnaire
- 13) Operations / Staffing
- 14) Permits and Licenses
- 15) Safety / Compliance
- 16) UC Sustainability / Diverse Suppliers
- 17) Value-Add Services

4.6.3 Price Sheets

The section includes the pricing sheets. Suppliers are required to follow the instructions for pricing submission.

4.6.4 Attachments

Attachments will not be accepted unless requested by UC. For Questions requiring attachments requested by UC, please label the attachments with your company name so evaluators can easily find the referenced attachment. Attachment Naming Convention example is provided below:

Questionnaire title_ Q #
E.g. Supplier Information_Q#3

4.7 Superfluous Materials

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

4.8 Collusion

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

4.9 Late Proposals

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

4.10 Supplier Questions

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

4.11 Proposal Preparation Costs

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

4.12 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.

4.13 Errors and Omissions

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

4.14 General Conditions

Please note the following requirements regarding this RFP:

- 4.14.1 Information and data distributed from UC to participating suppliers is to be used by the supplier solely for the purposes of responding to this RFP and cannot be used for any other purpose.
- 4.14.2 The initial proposals will be considered binding. Financial negotiations will continue throughout the evaluation process; however, suppliers' original financial proposals are binding.
- 4.14.3 Additional information may be solicited and accepted during the evaluation process. Modifications or corrections of oversights to the original proposal may be allowed at UC's sole discretion; however, UC cannot guarantee that revised proposal elements will be accepted.
- 4.14.4 Supplier must operate within the guidelines of all federal, state, and local labor laws and codes. Supplier must possess all trade, professional or business licenses as may be required by the work contemplated by this RFP.

4.16 OMNIA Partners Response for National Cooperative contract

4.16.1 Line of Business (LOB) Offering

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

4.16.2 Federal Funds

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include 'cost plus a percentage of cost' or pricing based on time and materials. If time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. For goods and services provided in a situation where an

agency is eligible for federal funding, Supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to, the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

4.16.3 Special Offers and/or Promotions

In addition to decreasing prices for the balance of the Agreement term due to a change in market conditions, 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.

4.16.4 Exhibit A- Response for National Cooperative contract

Include a detailed response to Exhibit A – OMNIA Partners Response for National Cooperative Contract included in the OMNIA Questionnaire. Responses should highlight experience, demonstrate a strong national presence, and describe how Supplier will educate its national sales force about the contract. Supplier should also describe how products and services will be distributed nationwide and include a plan for marketing the products and services nationwide, as well as describe how volume will be tracked and reported to OMNIA Partners.

The successful Supplier will be required to sign Exhibit B – OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement

SECTION V: PROPOSAL EVALUATION AND AGREEMENT AWARD

5.1 Most Responsive and Responsible Supplier

Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Supplier(s) whose proposal, in UC's opinion, offers the greatest benefit to UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive and responsible Supplier is one whose offer satisfies the requirements of this RFP, is considered capable of performing, and is otherwise eligible and qualified to perform in the manner stated in this RFP.

5.2 Best Value

Proposals will be evaluated by the UC using a Best Value evaluation methodology which is 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 the following objective performance criteria that may include technical capabilities, financial capabilities, past experience, quality control, price, life-cycle costs, sustainable offerings and practices, supplier diversity and National program requirements. The UC Evaluation team will examine each proposal to determine through the application of uniform criteria the ability of each Supplier to meet the UC's specifications. For the purposes of this RFP, Supplier responses will be evaluated using the following criteria:

Criteria	Weight
BUSINESS STRUCTURE	5%
GENERAL AND TECHNICAL CAPABILITIES	16%
CUSTOMER TRAINING / CUSTOMER SERVICE	8%
OMNIA QUESTIONNAIRE	5%
OPERATIONS / STAFFING	7%
PERMITS / LICENSES	8%
PRICING	25%
SAFETY/COMPLIANCE	8%
UC SUSTAINABILITY / DIVERSE SUPPLIERS	15%
VALUE-ADD SERVICES	3%
TOTAL	100%

5.3 Investigations

The UC may request additional information either from the Supplier or others, utilize site visits, Supplier presentations, interviews, sandbox testing, and make any other investigations as it deems necessary to verify the Supplier's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports or similar independent reports for further indications of the Supplier's ability.

5.4 Right to Reject

The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Supplier is unable to provide the information or documentation within the period requested. Any submitted proposal that does fails to comply with the requirements of this RFP will

be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.

5.5 Waiver

The UC may waive irregularities in a proposal if UC judges that such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Supplier from full compliance with the RFP specifications in the event the Agreement is awarded to that Supplier.

5.6 Right to Award

The UC reserves the right to award an Agreement to Supplier(s) if deemed to be in the best interests of UC, solely at the discretion of UC. The UC reserves the right to accept or reject any or all proposals, make more than one award, split the award or make no award. The UC also reserves the right to award any number of local or national Agreement(s) at the same time.

5.7 Agreement Award

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.

5.8 Right to Interview

The UC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, UC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the response.

5.9 Right to Negotiate and Withdraw

The UC's selection may be made based on initial proposals or UC may elect to negotiate with Suppliers selected as finalists. The UC reserves the right to negotiate the modification of proposed prices and/or terms and conditions with the Supplier offering the best value to the UC prior to the execution of an Agreement. Additionally, UC reserves the right to withdraw this RFP at any time.

5.10 Multi-Phased Initiative

This Initiative will consist of the following separate phases:

5.10.1 Phase I: Prerequisites

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

5.10.2 Phase II: Selection of Finalists

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

5.10.3 Phase III: Finalist Presentations (at UC discretion)

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

5.11 Pricing and Incentives

- 5.11.1 Pricing for Goods and Services is being requested within the “Pricing Sheets” section to this RFP and is to be completed and uploaded within the Pricing Sheets section in CalUsource.
- 5.11.2 Pricing/Discount Structures resulting from this RFP process shall remain firm for the initial period of any Agreement awarded pursuant to this RFP. Suppliers are encouraged to provide details of and propose additional discounts for volume orders, special manufacturer offers, minimum order quantity, free goods program, total annual spend, etc.
- 5.11.3 Additional earned incentives and discounts:
 - i. Patronage Incentive: The successful Supplier(s) will be required to provide a quarterly Patronage Incentive of 2% of the total sales of products resulting from the contract in the event there is no OMNIA National program. This Patronage Incentive will be used by UC to provide support in the implementation, administration, and management of the successful Supplier(s) program to maximize UC’s participation and/or other purposes at UC discretion. The amount of quarterly Patronage Incentive provided to each UC location will be calculated based on the total quarterly sales at each location. Each location will have the right to modify proposal pricing for the individual campus up to 2% in the event a UC location decides not to implement an incentive program. Please provide your company’s commitment to comply with this requirement.
 - ii. Tier Discount: Bidders are encouraged to provide tier discounts on campus spend. Discounts can be set according to spend levels from all UC campuses, UC medical centers, and other UC locations.
 - iii. Early Payment Discount: Early payment discount is another option to incentivized business between supplier(s) and UC campuses. Supplier(s) will benefit from early payment schedule, and UC can benefit from hard savings by paying earlier.
 - iv. Payment Methods: Indicate if payment will be accepted via credit card and if so, are payments able to be made online.

5.12 No Mandatory Use

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

5.13 Exclusions

Supplier is advised that some goods and/or services may be subject to pre-existing Agreements with other Suppliers, or may be outside the scope of this RFP and may not be included in any awarded contract or may be included on a limited basis.

5.14 Offshoring of Services

UC will not, as a part of a contract that will displace UC employees, pay to train workers located in foreign countries or who plan to relocate to a foreign country. Please note that a condition of awarding a contract will be that Supplier agrees to the warranties in Article 6 of UC's Terms & Conditions of Purchase. Additionally, Supplier must do one of the following in its proposal:

- 5.14.1 Certify under penalty of perjury that the services will be performed solely with workers within the United States, including any services that Supplier would provide using a sub-supplier; or
- 5.14.2 Describe in its proposal any parts of the services that will be performed by workers outside of the United States.

5.15 Disclosure of Records/Confidentiality of Information

- 5.15.1 All Proposal responses and related documents, submitted to UC in response to this RFP become the exclusive property of UC upon receipt and will not be returned.
- 5.15.2 Proposal response(s), which are incorporated into any resulting Agreement(s) with the University of California, may be subject to the State of California Public Records Act (CA State Government Code 6250, et. seq.). This Request for Proposal, together with copies of all documents pertaining to any award, if issued, will be kept for a period of one (1) year from date of contract expiration or termination and made part of a file or record 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."
- 5.15.3 Should a request be made of the University of California for access to information designated confidential or trade secret by the Supplier, and UC denies the request based on that designation, the Supplier may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.16 Specifications and Exceptions

Unless documented as an Exception, the submission of a proposal will confirm Supplier's acceptance of all RFP specifications. In documenting an Exception to the RFP specifications, Supplier must provide a detailed itemization and explanation for each deviation from the RFP specifications, clearly describing any alternate goods and/or services that could be provided to satisfy those requirements. Supplier should list any items it wishes to exclude from its standard catalog. Absence of an itemization and explanation will mean that Supplier is willing and able to meet all RFP specifications. If Supplier does not document an Exception regarding the RFP specifications and it is found that goods and/or services delivered do not meet the RFP specifications, Supplier will be required to correct same at Supplier's expense. Supplier is cautioned that if UC does not approve Supplier's request for exception to the RFP specifications, and Supplier does not withdraw the request, the proposal may be deemed non-responsive and ineligible for award.



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, **[Buyer: if applicable, add name of campus]**, 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. **[Buyer: if desired, edit this paragraph or section 1 below, to indicate that this is a master services agreement, an independent contractor agreement, a professional services agreement, or other specific type of agreement, as the case may be.]**

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) **[Buyer: select one of the following alternatives, but approval must first be obtained pursuant to BUS-43 before providing for a term exceeding 10 years (initial term plus all renewal terms)]**

The term of the Agreement will be from **Date** and through **Date** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

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. **[Buyer: Number of days will depend on Goods and Services, and time needed to obtain replacement if necessary.]**

- b) UC may terminate the Agreement for convenience by giving Supplier at least **Number** calendar days' written notice. **[Buyer: UC standard is 30 days; subject to negotiation.]**
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **Number** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement. **[Buyer: UC standard is 15 days; subject to negotiation.]**

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. **[Buyer: add the following language for systemwide agreements:** 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

[Buyer: To require a specific Invoicing Method, specify the Invoicing Method here.] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method: **[Buyer: Specify Invoicing Method in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).]**

[Buyer: Insert as applicable if UC will pay freight or shipping/handling expenses] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **[Buyer: Customize preceding language as necessary, and insert detail here]**

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

[Buyer: To require a specific Settlement Method and/or Terms, make such provisions here. This section may be used to customize terms that are set forth in the Matrix – for instance, to provide that the prompt payment discount will be 1.5% rather than 2.0%, or that prompt payment will be considered to be 20 days rather than 10 days.] Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **[Buyer: Specify Settlement Method and/or Terms, in accordance with the capabilities of Supplier and the location (refer to Campus Capabilities Chart).]**

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. **[Buyer: If Email is unacceptable, omit the immediately preceding sentence, the Email address fields below, and the Email provision in the Insurance provision. Delete the notice block below, as appropriate, when the Goods and/or Services are not subject to an Appendix – Data Security, Appendix – Business Associate, and/or Appendix – General Data Protection Regulation. If the Goods and/or Services are subject to an Appendix – Data Security, the suggested contact is your Information Security Officer. If the Goods and/or Services are subject to an Appendix – Business Associate, the suggested contact is your local Privacy Officer. If the Goods and/or Services are subject to an Appendix – General Data Protection Regulation, the suggested contact is your local campus Privacy Officer.]**

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 **[Check if Prevailing Wage requirement does not apply]**

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

9. Fair Wage/Fair Work

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

10. Federally Funded Contracts, Grants, and Cooperative Agreements

[Buyer: include this section ONLY if you have knowledge of the prime award number]

☐ 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 – **[Buyer: insert Supplier name]**.

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

[Buyer: Use this section to add provisions that apply to the specific type of Goods and/or Services – for instance, research, photography, advertising, event hosting, etc.]

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 _____ are hereby amended as follows:

[Buyer: Indicate in this section which T&C provisions are deleted or amended. This will address T&C provisions with which the Supplier takes exception. If the Agreement relates to a research grant, Buyer may want to amend Article 19, Audit Requirements to reflect a 7-year retention.]

16. Amendments to Appendix – Data Security

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

[Buyer: Indicate in this section which Appendix – Data Security provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

17. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated _____ is hereby amended as follows:

[Buyer: Indicate in this section which Appendix – Business Associate provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

18. Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation, dated _____ is hereby amended as follows:

[Buyer: Indicate in this section which Appendix – General Data Protection Regulation provisions are deleted or amended. This will address provisions with which the Supplier takes exception.]

19. Incorporated Documents

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

- a. [Buyer: insert Purchase Agreement Title/#]
- b. [Buyer: insert Prime Contract #]
- c. [Buyer: insert UC Terms and Conditions of Purchase or Contract Addendum - UC Required Terms]
- d. [Buyer: insert UC Appendix – Data Security]
- e. [Buyer: insert UC Appendix - Business Associate (HIPAA)]
- f. [Buyer: insert UC Appendix – General Data Protection Regulation (GDPR)]
- g. Statement of Work – Attachment A
- h. [Any additional documents necessary, with all incorporated documents being in order of precedence. Buyer may reference the Supplier’s proposal and quote as long as the Supplier’s T&C’s are removed or there aren’t any conflicts with the UC T&C’s.]

[Buyer: Re-order these items as necessary in order to reflect your desired order of precedence]

20. 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)

ATTACHMENT A TO PURCHASING AGREEMENT # _____
STATEMENT OF WORK

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

1. Title and Description of the Scope of Goods and/or Services

[Buyer: Provide an overview and background of Goods and/or Services to be provided.]

2. Term of SOW

This SOW will begin on _____, 20__ ("Effective Date") and continue through _____, 20__. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	[General description]	[Specific details using action verbs like "create", "develop", "test", "analyze", "evaluate", etc.]	[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]	[Specific dates are best; can be stated as "Week 1", "Week 2", etc.]
2				
3				
4				
5				
Additional as needed		Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work. Request Supplier to provide data type, protected health information and other data		

4. UC Obligations

[Buyer: Include as appropriate language such as: UC will provide working space, equipment, furniture, utilities, and services, as follows:]

5. Place(s) of Performance

[Buyer: Use this section if appropriate to outline where Services will be provided]

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	
Phone	
Email	
Address	

Subcontractors authorized to provide Goods and/or Services under this SOW [Buyer: Names should be listed only if Agreement permits use of subcontractors]:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide

Supplier's Account Management Team is:

Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	
Phone	
Email	
Address	

7. Reporting Requirements

[Buyer: Identify any key reports that should be produced by Supplier or critical reporting events. This can be included in the table above if preferred.]

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Assumptions

- a) The following items are not included within the scope of Goods and/or Services to be provided under this SOW: **[Buyer: Delete if not needed]**
- b) **[Buyer: Add more as needed]**
- c) Additional assumptions include the following: **[Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to provide the Goods and/or Services]**
- d) **[Buyer: Add more as needed]**

9. Service Level Agreement

- a) **[Buyer: Any critical SLAs should be stated here. For goods, consider the following language:]**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Normal delivery	-next business day
Rush delivery	-within 4 hours
Pick up returns	-within 2 business days
Request for reports	-within 5 business days
Order fill rate	-98%
Delivery accuracy	-98%
Delivery, on-time	-98%
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

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

[Buyer: Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

- a) “Fixed Price Services” to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- b) “Time and Materials Services” to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	Rate per Hour/Day	Estimated No. of Days	Extended Cost of Fees	UC MRC
Estimated Maximum Expenses (if any):			n/a	

Estimated Maximum Cost:		
-------------------------	--	--

d) **[Buyer: Outline Payment Schedule as needed]**

11. Program Requirements

[Buyer: If items will be ordered by catalog, use the Appendix – Electronic Commerce. If applicable, consider using these additional terms for Goods:]

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

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

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

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

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

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

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

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

12. Acceptance Criteria and Testing

[Buyer: Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren't defined.]

- a) **[Buyer: Indicate any additional financial or other considerations resulting from acceptance testing]**

13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

14. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

15. Additional Terms

[Buyer: If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows: (Insert terms)]

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)



Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

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

ARTICLE 2 – TERM AND TERMINATION

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

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

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

ARTICLE 4 – INSPECTION.



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The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

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

ARTICLE 6 – WARRANTIES

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

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 - a. It complies with California and federal disability laws and regulations; and
 - b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 - c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;



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- E. General Accessibility Requirements. Supplier warrants that:
 - a. It will comply with California and federal disability laws and regulations;
 - b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 - c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
- K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

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

- A. Goods and/or Services Involving Work Made for Hire.
 - a. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 - b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy,



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modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

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

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.



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In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

- a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
- b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
- c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

ARTICLE 9 – INSURANCE

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

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



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P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

- G. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- H. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 - a. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - b. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

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

ARTICLE 11 – FEDERAL FUNDS

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

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j. FAR 52.222-37, Employment Reports on Veterans;
 - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;



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- r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 - b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 - c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 - d. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown



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of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

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

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

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

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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



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ARTICLE 16 – COOPERATION

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

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

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

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

ARTICLE 18 – CONFLICT OF INTEREST

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

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

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

ARTICLE 19 – AUDIT REQUIREMENTS

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



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Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

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

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



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- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

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

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

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

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

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

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

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



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- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - a. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - b. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 - c. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 - a. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 - b. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
- C. Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

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

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

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

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

ARTICLE 25 – FAIR WAGE/FAIR WORK

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



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Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

- a. At Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and
- b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

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

ARTICLE 26 – MEDICAL DEVICES

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

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
- b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
- c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

- a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
- b. Perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware;
- c. Conduct a vulnerability scan encompassing all ports and fuzz testing; and
- d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

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

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be



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removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

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

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

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

ARTICLE 27 – FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 29 – NO THIRD-PARTY RIGHTS

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

ARTICLE 30 – OTHER APPLICABLE LAWS

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

ARTICLE 31 – NOTICES

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

ARTICLE 32 – SEVERABILITY

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

ARTICLE 33 – WAIVER



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

ARTICLE 34 – AMENDMENTS

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

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

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

ARTICLE 35 – GOVERNING LAW AND VENUE

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

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

ARTICLE 37 – SUPPLIER TERMS

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

ARTICLE 38 – SURVIVAL CLAUSE

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

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by employees in the American Federation of State, County, and Municipal Employees (AFSCME) Patient Care Technical (EX) and Service (SX) bargaining units. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and Article 5 of the AFSCME EX and SX Collective Bargaining Agreements, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.



Terms and Conditions of Purchase

Supplier shall be prepared to report to UC the total hours worked by each employee or contract worker (collectively the "Worker") who performed services on behalf of Supplier pursuant to this Agreement. Upon request Supplier shall report each worker's name and hours worked providing covered services to UC. Failure to comply with the wages or reporting requirements of this clause will be considered a breach of this Agreement.

Supplier fully acknowledges that should any Worker work (i) 1,000 hours in a rolling twelve (12) month period; or (ii) 35% time over a rolling thirty-six (36) month period on behalf of Supplier pursuant to this Agreement, that Worker will be deemed a "qualified individual" ("QI") and will be eligible for UC employment. Supplier acknowledges and agrees that should UC make an offer of employment to any QI, and/or if the Worker accepts employment with UC, UC will not be in breach of this Agreement or in violation of any other legal obligation it has to Supplier.

Upon UC's request, Supplier also agrees to provide verification of an independent audit of wage and benefit parity compliance. This audit must be performed by Supplier's independent auditor or independent internal audit department and at Supplier's expense. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving request.

UNIVERSITY OF CALIFORNIA

Sustainable Procurement Guidelines

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1. Glossary

All definitions below are adopted from the UC [Sustainable Practices Policy, BUS-43](#) or [UC's Electronic Commerce Appendix](#), unless otherwise noted. For additional procurement policies, procedures and definitions, refer to [BUS-43](#).

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

Best Value: 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.

Catalog: Refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. See definitions for Hosted Catalog and Punch-out Catalog for more information.

Commodity Manager: A manager or buyer assigned responsibility on a university-wide basis for coordinating standards and specification development covering specific commodities, or groups of commodities. A Commodity Manager develops a commodity strategy and leads a team with representation from Locations on the development of the initiative plan, the research for developing product specifications, creation of the Request for Proposal documents, and then leads the team through the bidding and award processes. The Commodity Manager at the Office of the President also manages the resulting Systemwide agreement(s) on an ongoing basis.

[Procurement] Contract: A fully executed (signed by both parties) legally binding agreement for the procurement of goods and/or services by the University that defines performance standards, scope of work, and complex terms associated with the purchase of a good or service.

Criteria: Element(s) included in the qualitative and price/cost factors for bid evaluation.

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

Environmentally Preferable: Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products. This definition is provided for clarification within the Guidelines and is not defined within other UC policy.

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

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

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

Hosted Catalog: A Catalog that is a properly formatted computer file supplied to UC campuses through the campuses' respective eProcurement systems.

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

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

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

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

Market Basket: A representative sample of goods and services made available to staff for purchasing that focuses on the top 80% of overall spend over a 12-month period.

Packaging Foam: 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. Not included are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Policy Exception Authority: The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement sections of the UC Sustainable Practices Policy will be the Chief Procurement Officer for a non-UC Health Systemwide or Office of the President contract; the AVP, UC Health Procurement for a UC Health Systemwide contract; and otherwise, the Procurement/Supply Chain Director of the campus, medical center, or Laboratory. This definition is provided for clarification within the Guidelines and is adapted from the definition in [BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management](#).

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

Punch-Out Catalog: A Catalog hosted by a Supplier on its Supplier Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier that redirects a User from the campus eProcurement system to the Supplier Site. Supplier Site means an internet site operated and maintained by Supplier that has been made subject to the UC Electronic Commerce Appendix.

Required Level Green Spend: Spend on products meeting the UC minimum Required Level of environmental sustainability criteria as laid out in the Product Category Guidance section of the UC Sustainable Procurement Guidelines.

Specifications: These should contain descriptions which are adequate to obtain competition, ensure responsive quotations, provide the same information to all competing suppliers, and, to the fullest extent practicable, do not favor one brand, trade name, article, manufacturer, or supplier over others.

Supplier: A Supplier is a service provider, contractor, vendor, or other entity entering into a contract or subcontract directly or indirectly with UC.

Sustainable Practices Policy: Refers to the University of California Sustainable Practices Policy, governed by the UC Sustainability Steering Committee. This definition is provided for clarification within the Guidelines and is not defined within other UC policy.

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

Sustainable Procurement Working Group (SPWG): The working group charged with improving the integration of sustainable principles and practices into UC Procurement. The SPWG recommends changes to this document for review by the UC Procurement Leadership Council and recommends changes to the UC Sustainable Practices Policy for review by both the UC Procurement Leadership Council and UC Sustainability Steering Committee. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

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

UC Procurement Leadership Council (PLC): The Procurement Leadership Council is a shared governance body composed of 11 voting members (the Systemwide CPO and the 10 Campus CPO/Procurement Directors) and 3 non-voting members from the Systemwide procurement function (Strategic Sourcing, Analytics & Systems, and the Program Management Office/Chief of Staff). The PLC exists to continuously improve UC supply chains through innovation and collaboration.

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

2. Introduction

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

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

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

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

3. Document Guide

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

1. University of California Office of the President Strategic Sourcing Centers of Excellence (i.e., commodity managers) and University Campus Procurement Services and Supply Chain Management Departments (i.e., commodity managers, buyers).
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred Green (environmentally) and Economically and Socially Responsible (EaSR) sustainability criteria to be included in bid specifications and reporting.
 - b. To negotiate better pricing for products and services meeting the criteria described throughout these Guidelines and the Sustainable Practices Policy over traditional products and services, where opportunities exist.
 - c. To develop language and bid specifications stating that product and service offerings meeting the criteria described in these Guidelines will be required where they exist.
2. Department Level Buyers
 - a. To educate personnel purchasing on behalf of the University on Required and Preferred environmental (Green) and Economically and Socially Responsible (EaSR) sustainability criteria when making purchasing decisions.

4. Reporting

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

1. Green (environmentally preferable) Spend
2. Economically and Socially Responsible (EaSR) Spend

5. Green Spend Overview

Required Level Green Spend is defined as spend on products meeting the UC minimum Required Level of environmental sustainability criteria as outlined in the Product Category Guidance section.

Preferred Level Green Spend is defined as spend on products meeting the UC Preferred Level of environmental sustainability criteria as outlined in the Product Category Guidance section. The percentage of Preferred Level Green Spend is calculated using the following methodology, for a given product category over a particular time period:

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

For example, the percent Green Spend calculation for EPEAT®-eligible electronics for Fiscal Year 16/17 is:

$$\left(\frac{\text{Total spend on EPEAT® Gold registered electronics during FY 16/17}}{\text{Total spend on EPEAT®-eligible electronics categories during FY 16/17}} \right) \times 100$$

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

Category Criteria

The following pages outline the environmental sustainability criteria the University uses to define a given product category as environmentally preferable for purposes of identifying products in Hosted and Punch-out Catalogs, and for calculating and reporting on Green Spend.

Recognized Certifications - These are reputable third-party certifications UC recognizes as identifying products that may have a reduced impact on humans and/or the environment. At campus discretion, products with these certifications may be flagged as “light green” in Hosted and Punch-out Catalogs.

Required Level - These are the minimum mandatory requirements for each product category, which should be included in all relevant bid solicitations. Products and services that fall into the product categories listed below but do not meet these minimum requirements shall not be listed in UC product Catalogs except at the express request of a campus. Products in each category must meet all Required Level criteria listed, unless otherwise noted.

Preferred Level - Preferred Level criteria are used for calculating Green Spend. The University is required to reach a minimum of 25% Green Spend, unless noted otherwise, as a total percentage of spend per product category within three fiscal years after a category is added to the Guidelines. At campus discretion, products meeting these criteria may be labeled as “dark green” in Hosted and Punch-out Catalogs, and shall be given preference during evaluation in all relevant bid opportunities, where prices are comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff. Products must meet all applicable Required Level criteria to qualify for Preferred Level criteria.

Category Scope

A complete list of all the products covered under each category is listed or linked to in each category section.

Category Specifications

These additional specifications should be used during bid solicitations, contracting and as a reference when making department purchases. Minimum requirements for each product category are outlined in the third

column of each category table. The items below are recommended for inclusion in Best Value bids. Other than those items referred to in Policy or Guidelines as mandatory, project teams need to determine which of the category specifications will be mandatory and preferred during the RFP development phase.

Category Timeline

This section outlines when product category guidance is added to the Guidelines, or updated, and when associated Green Spend goal(s) should be achieved. This is typically three (3) years from time added. For example, if a category is added to the Guidelines in June 2018, spend in that category should reach the 25% Green Spend target and minimum requirement standards no later than June 2021.

6. Product Category Guidance

Appliances & IT Hardware

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
ENERGY STAR®	ENERGY STAR®	ENERGY STAR®	Data center equipment, dishwashers, refrigerators, heating/cooling appliances, ULT freezers, vending machines
EPEAT®	EPEAT® Bronze	EPEAT® Gold or highest available EPEAT® label for given product category	Computers, monitors, printers, PV modules and inverters, servers

Scope

Appliances includes all electronic product categories covered and defined by the current [ENERGY STAR® label](#).

IT Hardware includes all electronic product categories covered and defined by the current [EPEAT®](#) ecolabel, including computers (desktop computers, notebook computers, integrated desktop computers, portable all-in-one computers, slates/tablets, small-scale servers, thin clients, and workstations), displays (monitors and signage displays), servers, imaging equipment (copiers, digital duplicators, facsimile machines, multifunction devices, printers, mailing machines, and scanners), televisions, mobile phones, and photovoltaic modules and inverters.

Specifications

In addition to the criteria established in the table above, the University will ensure the following:

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

Timeline

For [ENERGY STAR®](#), there is no timeline for adherence with this specification, as it is already required for all applicable purchases.

IT Hardware guidance, specifically regarding [EPEAT® criteria](#) was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

Cleaning and Janitorial Supplies

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
From AASHE STARS® 2.2 Technical Manual Cleaning and Janitorial criteria (OP-13 p. 1): • Blue Angel labeled (German Federal Environment Agency) • <i>Cradle to Cradle Certified™</i> Products Program • ECOLOGO certified (UL Environment) • EU Ecolabel • Forest Stewardship Council (FSC) certified • Good Environmental Choice Australia (GECA) certified • Green Seal® certified • Nordic Swan labeled (Nordic Ecolabelling Board) • U.S. EPA Safer Choice labeled • Other multi-criteria sustainability standards and ISO Type 1 ecolabels developed/administered by • Global Ecolabelling Network and/or ISEAL Alliance member organizations	A minimum of 25% of purchases must meet at least one of the recognized certifications and standards found under AASHE STARS 2.2 Cleaning and Janitorial criteria (OP-13 p. 1).	A minimum of 75% of purchases must meet at least one of the recognized certifications and standards found under AASHE STARS 2.2 Cleaning and Janitorial criteria (OP-13 p. 1).	Disinfectants, laundry detergent, dishwashing detergent, hand soap, general purpose cleaners, carpet cleaner

Scope

As described in [AASHE STARS® 2.2 Technical Manual](#) (OP-13 p.1), cleaning and janitorial supplies include general purpose bathroom, glass and carpet cleaners; degreasing agents; biologically-active cleaning products (enzymatic and microbial products); floor-care products (e.g. floor finish and floor finish strippers); hand soaps and hand sanitizers; disinfectants; and metal polish and other specialty cleaning products. Also included are janitorial paper products such as toilet tissue, tissue paper, paper towels, hand towels, and napkins. Other janitorial products and materials (e.g., cleaning devices that use only ionized water or electrolyzed water) are excluded from this category.

Specifications

Disinfectants

All disinfectants must be EPA-registered and should contain only the following active ingredients: hydrogen peroxide, citric acid, lactic acid, caprylic (octanoic) acid, or thymol (if other ingredients aren't available). If possible, avoid disinfectants containing: chlorine bleach (hypochlorites), quaternary ammonium compounds ("quats"), phenolic compounds, and peroxyacetic acid.

Currently, there is no UC-recognized sustainability certification for disinfectants. To increase the percentage of Green Spend for Cleaning and Janitorial Supplies and follow green cleaning practices, it is recommended that each site assess its current usage and application of disinfectants. Disinfectant use should be limited to high-risk surfaces (campuses where there is a higher risk for blood borne incidents, skin contact (MRSA risk), or

contact with feces and body fluids) and where required by regulation. Microbes can be effectively removed from high-touch surfaces (door handles, faucet handles, handrails, drinking fountains etc.) by frequent and proper cleaning with a regular cleaning product.¹

Where disinfectants are required, refer to these [Safer Products and Practices for Disinfecting and Sanitizing Surfaces](#), and use the [SF Approved Safer disinfectants for COVID-19](#) web tool.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

¹ UMass Lowell Toxics Use Reduction Institute's [Guide to Safe and Effective Cleaning and Disinfecting is available here](#).

Flooring

Green Spend Criteria

Product or Service Category	Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
Adhesives	- Green Seal® - EcoLogo - SCS FloorScore Standard - GREENGUARD® Gold Carpet and Rug Institute (CRI) Green Label Plus	Must meet ALL the following requirements: - Meets one of the recognized certifications - Complies with the VOC limit (50) established in Rule 1168 by the South Coast Air Quality Management District (SCAQMD) Is free of chemicals contained on the Prop 65 list of substances that are known to the State of California to cause cancer, birth defects or other reproductive harm, and those identified by the Association of Occupational and Environmental Clinics (AOEC) as asthmages .	In addition: Uses “no glue” installation methods as these virtually eliminate VOCs from installation to the purchasing entity.	Adhesives for carpet and flooring
Carpet	- NSF/ANSI-140® Standard (most recent version) <i>Cradle to Cradle Certified™</i> Silver or higher	Must meet ALL the following requirements: - Meets one of the recognized certifications - Solution-dyed - Has a ten-year warranty from the date of Certificate of Agency Use and Occupancy - Has at least 10% post-consumer recycled content or 30% total recycled content	In addition: - Has an Environmental Product Declaration (EPD) Transparency Summary - Is free of the following chemicals of concern: - Antimicrobials - Coal fly ash - Flame retardants - Fluorinated stain-resistant chemicals (e.g., per fluorinated chemicals (PFCs)) - Formaldehyde - Lead - Mercury - Nanomaterials - Phthalates - Polyvinyl chloride (PVC)	Tile and broadloom
Carpet Cushion	- Carpet and Rug Institute's Green Label Plus - SCS FloorScore Standard - GREENGUARD® Gold <i>Cradle to Cradle Certified™</i> Silver or higher	Must meet ALL the following requirements: - Meets one of the recognized certifications - Meets the minimum recycled-content Comprehensive Procurement Guidelines established by the US EPA	In addition: - Has an Environmental Product Declaration (EPD) Transparency Summary - Is free of the following chemicals of concern: - Antimicrobials - Coal fly ash - Flame retardants	

			4. Fluorinated stain-resistant chemicals (e.g., per fluorinated chemicals (PFCs)) 5. Formaldehyde 6. Lead 7. Mercury 8. Nanomaterials 9. Phthalates 10. Polyvinyl chloride (PVC)	
Hard Surface Flooring	• NSF-332 Gold or Higher • <i>Cradle to Cradle Certified™</i> Silver or higher • SCS FloorScore Standard • GREENGUARD® Gold • Forest Stewardship Council (FSC)	Must meet ALL the following requirements: • Meets one of the recognized certifications • Has a minimum warranty in line with industry standards	In addition: • Contains at least 30% post-consumer recycled content or 50% total recycled content • Has an Environmental Product Declaration (EPD) Transparency Summary • Is free of the following chemicals of concern: 1. Antimicrobials 2. Coal fly ash 3. Flame retardants 4. Fluorinated stain-resistant chemicals (e.g. per fluorinated chemicals (PFCs)) 5. Formaldehyde 6. Lead 7. Mercury 8. Nanomaterials 9. Phthalates 10. Polyvinyl chloride (PVC)	Resilient flooring (vinyl, linoleum, cork, rubber, etc.), tile, wood flooring, laminate flooring, stone-related products and accessories

Scope

Carpet, Adhesives, and Carpet Padding

Products in this category include tile and broadloom applications. The University has a strong preference towards tile installation and encourages the use of carpet tile in all suitable applications.

Hard Surface Flooring

Products in this category include resilient flooring (vinyl, linoleum, cork, rubber, etc.), tile, wood flooring, laminate flooring, stone-related products and accessories.

Specifications²

Materials of Concern

Suppliers shall disclose whether each product offered on the contract contains any of the following chemicals and materials of concern.

² These specifications were adapted from the [University of California Systemwide Flooring bid available here](#).

It is desirable that suppliers offer products free from the chemicals and materials listed below:

1. Antimicrobials
2. Coal fly ash
3. Flame retardants
4. Fluorinated stain-resistant chemicals (e.g., per fluorinated chemicals (PFCs))
5. Formaldehyde
6. Lead
7. Mercury
8. Nanomaterials
9. Phthalates
10. Polyvinyl chloride (PVC)

Suppliers shall disclose whether each product offered on the contract has a [California Proposition 65](#) warning label notifying consumers that it contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

Environmental Product Declaration

Suppliers shall disclose whether each product offered has an Environmental Product Declaration (EPD) Transparency Summary. It is desirable for all products to have an EPD Transparency Summary. An EPD is a comprehensive disclosure of a product's lifecycle-based environmental impacts. If possible, the EPD should conform to industry standards such as ISO 14025, which was developed by the International Organization for Standardization (ISO).

Carpet Tile and Broadloom

The University has a strong preference towards tile installation and encourages the use of carpet tile in all suitable applications. All broadloom and carpet tile must meet the following specifications:

- Certified to the NSF/ANSI-140® Standard (most recent version) or *Cradle to Cradle Certified™* Silver or higher. Supplier shall provide proof of independent third-party certification with bid submission.
- Carpet must be a solution-dyed product, a manufacturing process where colored dye is thoroughly mixed into the liquid fiber solution before fibers are extruded, bringing the color all the way through the fiber. This technique results in a colorfast product that is highly resistant to fading or bleached color effects, allowing cleaning with a mild bleach solution ideally suited for settings where stains and germs can be a sanitary issue. Solution-dyed fabrics are well-suited for floorcovering in high-traffic settings.
- At a minimum, all carpet must have a ten-year warranty from the date of Certificate of Agency Use and Occupancy. Carpet manufacturers must replace carpet that does not comply with specifications or that fail within the specified warranty period. Supplier shall be responsible for all associated product and labor costs.
- It is required that the products have at least 10% post-consumer recycled content or 30% total recycled content.
- It is required that 100% of existing carpet (including carpet padding) be recyclable/disposed of at a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.
 - Recycling does not include:
 - Carpet As Alternative Fuel (CAAF)
 - Burning Carpet in Cement Kilns
 - Waste-to-Energy (WTE)
 - Any high temperature material destruction or conversion
 - Carpet used as alternative daily cover (ADC)

- Carpet must be properly handled for effective recycling. It must be:
 - Dry
 - Debris-free (i.e., free of trash, dirt, tack strips, cutting blades, nails, sharps, etc.)
 - Rolled, stacked, or folded
- Broadloom carpet must be:
 - Cut into manageable sections
 - Separated from any carpet padding, if applicable
- Awarded bidders shall be required to provide written verification documenting that existing carpet removed from a facility was taken to a carpet recycling facility. California's Product Stewardship for Carpets regulations are available from [CalRecycle](#).

Adhesives

All carpet and flooring adhesives must:

- Have earned at least one the following third-party certifications:
 - Green Seal®
 - UL EcoLogo
 - Scientific Certifications Systems (SCS) FloorScore
 - UL GREENGUARD® Gold
 - Carpet and Rug Institute (CRI) Green Label Plus
- Comply with the VOC limit (50) established in Rule 1168 by the South Coast Air Quality Management District (SCAQMD).
- Be free of any chemicals on either of the following lists:
 - Prop 65 list of substances that are known to the State of California to cause cancer, birth defects or other reproductive harm. This may include, for example: benzene, formaldehyde, methylene chloride, n-hexane, perchloroethylene, or toluene;
 - [List of asthmagens by the Association of Occupational and Environmental Clinics \(AOEC\)](#). This may include, for example: epoxy resins, diisocyanates, latex, and urea formaldehyde.

It is desirable to offer “no glue” installation methods which will virtually eliminate VOCs from installation to the purchasing entity.

Carpet Cushion

Carpet cushion (also called padding) is only applicable for certain broadloom installations; therefore, these specifications only apply for that use.

- Carpet cushion must be certified by one of the following:
 - Carpet and Rug Institute's Green Label Plus
 - Scientific Certification System's FloorScore
 - UL GREENGUARD® Gold
 - *Cradle to Cradle Certified*™ at the Silver level or higher
- It is required for carpet cushion to meet the [minimum recycled-content Comprehensive Procurement Guidelines established by the US EPA](#).

Hard Surface Flooring

Products in this category include resilient flooring (vinyl, linoleum, cork, rubber, etc.), tile, wood flooring, laminate flooring, stone-related products and accessories.

- All hard surface flooring must be:
 - *Cradle to Cradle Certified*™ at the Silver level or higher
 - Certified to the NSF-332 Gold standard or higher

- Certified by Scientific Certification System (SCS) under its FloorScore Standard
- Certified to UL GREENGUARD® Gold
- Certified by the Forest Stewardship Council (FSC)
- All products must have a minimum warranty in line with industry standards. Manufacturers must replace flooring that does not comply with specifications or that fail within the specified warranty period. Supplier will be responsible for all associated product and labor costs.
- The University prefers products that contain at least 30% post-consumer recycled content or 50% total recycled content.

Resilient Flooring

Floor tiles and sheet product (plastic and rubber, including heavy duty) must meet the following criteria:

- Rubber tile flooring must conform to ASTM D 412, ASTM D 2240 – 05, ASTM F 1344 12e.
- Sheet vinyl floor covering must conform to ASTM F 1303 04, ASTM F 1516, ASTM F 1913 04, ISO 10581, and ISO 10582 and/or ASTM F 1700 13a.
- Sheet and tile linoleum must conform to ASTM F2034, ASTM F2195 – 13, ASTM F137, ASTM F925, ASTM F1514, ASTM F1515, ASTM F1516.
- Vinyl composition tile flooring must conform to ASTM F 1066 04 and ISO 10582 and/or ASTM F 1700 13a.
- Solid vinyl tile/luxury vinyl tile must conform to ISO 10582 and/or ASTM F 1700 13a.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 21/22, the University should reach its Preferred Level target no later than the close of FY 23/24.

Food and Beverages

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
AASHE STARS® 2.2 Technical Manual Food and Beverage “sustainably or ethically produced” criteria (OP-07 p. 6)	A minimum of 25% of purchases meet the AASHE STARS 2.2 criteria	A minimum of 25% of purchases meet the AASHE STARS 2.2 criteria	Produce, poultry products, dairy products

Scope

Sustainably or ethically produced food or beverages are those certified or verified as meeting the standards listed in the [AASHE STARS 2.2 Technical Manual](#) Standards and Terms table.

Note that the health systems follow the Practice Green Health (PGH) [Healthier Food Purchasing Standards](#) definition of sustainable food and have a goal that a minimum of 30% of purchases meet the PGH criteria.

Specifications

No additional specifications currently.

Timeline

Each campus foodservice operation shall strive to procure 25% sustainable food products by the year 2030 as defined by [AASHE STARS® 2.2 Technical Manual](#) Food and Beverage “sustainably or ethically produced” criteria (OP-07 p. 6).

Foodware

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
• Biodegradable Products Institute (BPI) • Green Seal® GS-35 • Cedar Grove Accepted Items List for Commercial Compostability • Reusable	Reusable or locally compostable <u>and</u> certified compostable by BPI or GS-35, or made 100% from uncoated, unlined, obviously plant-based material, and appears on the Cedar Grove Accepted Items List.	Reusable	Clamshells, cups, napkins, utensils, carry-out bags

Scope

Foodware Items are products that are used to serve or transport ready-to-consume food or beverages, including cups, bowls, plates, and hinged containers, as well as accessory items (see definition below). This does not include prepackaged, sealed food that is mass-produced by a third-party vendor off-premises for resale at University locations (e.g., grab-and-go items, such as prepackaged sandwiches and snacks resold in campus stores).

Foodware Accessory Items are all types of items usually provided alongside food in containers and cups, including utensils, chopsticks, napkins, cup lids, cup sleeves, food or beverage trays, condiment containers and saucers, straws, stirrers, and toothpicks.

Locally compostable means a product can be composted in the local facilities that provide service to the campus. Acceptable products will vary by facility. Locally compostable may include but is not limited to products made of bioplastic, paper, wood, and bamboo.

Locally Recyclable means products that can be recycled by the local facilities that provide service to the campus. Acceptable products will vary by facility.

Reusables are products that are used to serve or transport ready-to-consume food or beverages, including but not limited to cups, bowls, plates, and hinged containers that are durable and intended for multi-use. *Non-compostable, carry-out plastic bags provided by a foodservice facility or retail store, regardless of thickness of the plastic material, are never considered reusable.*

Specifications

Locations will consider eliminating single-use plastic beverage bottles when contracting with suppliers, or upon contract renewal and/or extension if current contract terms prohibit (e.g., vending machines, departmental purchases, etc.).

Compostable foodware items made from recycled and/or sustainably harvested materials are preferred wherever possible.

1. All products must be certified compostable by the [Biodegradable Products Institute \(BPI\)](#) or Green Seal® GS-35, proving that the finished product meets ASTM standards D6400 or D6868 for compostability. Documentation may be required.
2. Products made 100% from paper, wood, bamboo or other obviously plant-based material, that are uncoated or unlined (such as wooden stir sticks or uncoated paper plates) automatically meet this

commercial compostability requirement without certification, so long as they appear on the [Cedar Grove Accepted Items list](#) for commercial compostability, and the material type is disclosed.

3. Products with polyethylene liners are not compostable, and therefore do not meet the intent of these specifications.
4. Products shall not contain polyvinyl chloride (PVC), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU), or any fluorinated chemicals.³ If product is fiber-based (including paper), supplier shall identify the type of grease barrier or coating used.
5. Product is manufactured entirely with chlorine-free processing, meaning that no chlorine or chlorine compounds were used during manufacturing. Products may be unbleached or whitened in a chlorine-free process (if certified process chlorine-free).
6. Paper products are made from 40% post-consumer recycled content or 100% total recycled content (pre- or post-consumer), unless intended for hot beverages, in which case they are made from a minimum of 10% post-consumer recycled content. Bidder should disclose the amount and type of recycled content.
7. Product shall not contain added engineered nanomaterials.
8. Product materials are sustainably produced and are certified as one of the following:
 - a. Forest Stewardship Council (FSC)
 - b. Protected Harvest
 - c. Rainforest Alliance
 - d. Fair Trade USA
9. Feedstock and final product are produced in North America.
10. Product material grown without genetically modified organisms and certified to be GMO-free by one of the following:
 - a. [Non-GMO Project Verified](#)
 - b. CERT ID NonGMO
 - c. ProTerra Certifications (www.geneticid.com/services/certification)
11. Product is made from sustainably grown, non-food agricultural resources such as perennial biomass crops and sustainably harvested residues (more information is available from the [Sustainable Bioplastic Guidelines](#)).
12. Fiber-based product are additionally certified by one of the following, as applicable:
 - a. EcoLogo CCD-084 (Table Napkins)
 - b. EcoLogo CCD-085 (Kitchen Towels)
 - c. EcoLogo CCD-086 (Hand Towels)
 - d. Green Sea® GS-1 (Sanitary Paper Products)
 - e. Green Seal® GS-9 (Paper Towels and Napkins)
13. Inks for printing and graphics are vegetable-based and approved for use by U.S. Food and Drug Administration, where required.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

³ A public database of fluorine-free foodware products and additional guidance on sustainable alternatives is available from the [Center for Environmental Health's Single Use Foodware](#) page and [available here](#).

Indoor Furniture

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
• GREENGUARD® Gold • SCS Indoor Advantage Gold • <i>Cradle to Cradle Certified™</i> Products Program • BIFMA Level® • FSC (for products containing wood) • Textile certifications: ▪ GOTS ▪ STANDARD 100 by Oeko-Tex® ▪ STeP by Oeko-Tex® ▪ <i>Cradle to Cradle Certified™</i> Products Program ▪ Facts • Health Product Declaration (HPD) • Declare Label	Must be free of the 5 chemical classes of concern described in the Specifications section below. Acceptable documentation of compliance includes at least one of the following⁴: • Third-party certified as meeting credit 7.4.4, Targeted Chemical Elimination, of ANSI/BIFMA Level® e-3 Furniture Sustainability Standard (2019 version) • Certified to the GreenScreen standard for Furniture and Fabrics Version 1 or higher at the Bronze level, and listed on the GreenScreen Furniture and Fabric Certification list of certified products • Received the Green Health Approved Seal for Furniture, and is listed on the Green Health Approved list for Healthier Furniture	Must have at least one of the following additional certifications: • BIFMA Level® certified (preference for 2 or 3) • <i>Cradle to Cradle Certified™</i> (preference for Silver or Gold level) • FSC Certified wood • Textiles certified by one of the recognized textile certifications • Complete HPD • Complete Declare Label	Task and lounge seating (including textiles), height-adjustable tables, work surfaces, modular furniture systems, bookcases, filing cabinets

Scope

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

⁴ Furniture products approved as meeting the minimum requirements during the 2019 UC Office Furniture bid (resulting contract numbers 2019.001899, 2020.001890, 2019.001896) may meet this criterion without proof of certification.

Specifications⁵

The following specifications apply to the finished product as assembled, unless otherwise noted. 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.

Suppliers shall limit product finishes and textile 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).

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

1. Flame Retardants: All furniture shall be free of flame-retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
 - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
 - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
 - i. No halogenated flame-retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
 - ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA Level® 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 Level® M7.1, as appropriate.
 - b. Furniture products that additionally meet ANSI/ BIFMA Level® 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).
3. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated

⁵ These specifications were adapted from the [University of California Systemwide Office Furniture bid](#).

polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.

4. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, except for 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.
5. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
6. All fabrics/textiles utilized on a finished product must be cleanable without dry-cleaning chemicals.
7. Heavy Metals: Avoid (when possible) the use of heavy metals and hexavalent chromium in plated finishes as outlined in LEED Healthcare MRc5.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

Lighting

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
Voluntary California Quality Light-Emitting Diode (LED) Lamp Specification Criteria Quality Specifications for Linear LED Lamps and Retrofit Kits and Fixtures	Applicable product types must be on either of the following Million LED Challenge (MLC) listings: https://mlc.portalced.com/MillionLampChallenge/ https://millionledchallenge.com/purchase	Applicable product types must be on either of the following Million LED Challenge (MLC) listings: https://mlc.portalced.com/MillionLampChallenge/ https://millionledchallenge.com/purchase	LED troffer retrofit kits, LED troffer luminaires, linear LED lamps and drivers, screw-base light sources (A-lamps, PAR-lamps, R-lamps, retrofit kits, MR-16 lamps)

Scope

The [Million LED Challenge](#) is a collaboration between the University of California, California State University, California Community Colleges, and Department of General Services (California Public Building Partnership (CBCP)) with the objective of deploying high-quality, high-efficacy LED light sources to students, staff, faculty, alumni, and retirees.

Recent technology developments, in combination with California's leading regulatory environment, have led to the development of high-quality LEDs intended for the replacement of linear fluorescent lamps and light fixtures. These LED products have improved performance, including color characteristics that emulate the expected performance of incandescent technology with high efficiency.

Inspired by recent research outcomes and the industry's willingness to produce these products, the CPBP developed and launched a high visibility, statewide light source conversion program known as the Million LED Challenge (MLC). Phase 1 of the effort addressed medium screw-based lamps. Phase 2 promotes the utilization of high efficiency, high-quality replacement linear LED products (i.e., TLEDs), troffer retrofit kits and new troffer luminaires.

Specifications

Specifications are available on both MLC Phase 1 and Phase 2 websites:

- [Phase 1 \(medium screw-based lamps\)](#)
 - Approved Product Listing: <https://mlc.portalced.com/MillionLampChallenge/>
- [Phase 2 \(high-quality replacement linear LED products \(i.e. TLEDs\), troffer retrofit kits, and new troffer luminaires\)](#)
 - Approved Product Listing: <https://mlc.portalced.com/MillionLampChallenge/>

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 21/22, the University should reach its Preferred Level target no later than the close of FY 23/24.

Office Supplies

Green Spend Criteria

Product or Service Category	Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
Office/Copy Paper	- FSC Recycled - Post-consumer recycled content (PCRC) Processed Chlorine Free (PCF) - Green Seal® (GS-07) - Agricultural residue⁶ content	A minimum of 30% PCRC or agricultural residue content (or GS-07 certified)	100% PCRC or agricultural residue content, or FSC Recycled labeled, with additional preference for paper that is PCF	Copy paper
Paper Products (other than office/copy paper)	- FSC - Chain of Custody - Sustainable Forestry Initiative (SFI) - Post-consumer recycled content (PCRC) - Total recycled content - Processed Chlorine Free (PCF) - Green Seal® (GS-07)	A minimum of 30% PCRC ⁷	100% recycled content with minimum 50% PCRC; 90% PCRC wire components; water-based or plant-based adhesives; and additional preference for PCF, FSC, and/or SFI labeled products ⁸	Calendars, envelopes, folders, notepads
Non-Paper Office Supplies	- Post-consumer recycled content (PCRC) - Total recycled content - Non-antimicrobial EPA Comprehensive Procurement Guidelines (CPG) Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies	Meets the minimum CPG recycled-content levels for Non-Paper Office Products , and a minimum 30% recycled content for all writing utensils (dry-erase markers, highlighters, markers, pens, and pencils) or other plastic-based accessories	Meets the recycled content specifications in the Preferred EPP Specifications as listed by the Northeast Recycling Council (NERC) , and free of antimicrobial coatings	Binders, paper clips, plastic-based accessories, writing utensils
Toner	- Remanufactured⁹ - High yield	Is remanufactured or high yield	Is both remanufactured and high yield	

⁶ Must come from sustainably grown and harvested, non-GMO sources that do not replace forest stands or food crops.

⁷ Aligns with [CA Department of General Services \(DGS\) Purchasing Standard DGS-441200-A for Paper Product Office Supplies](#) and [Northeast Recycling Council \(NERC\) Model EPP Specifications and Purchasing Guidelines for Office Supplies](#).

⁸ Modeled from [Northeast Recycling Council's Preferred EPP Specifications for Paper Office Supplies](#).

⁹ Shall meet the [State of California's Specifications for Remanufactured Toner and Ink Cartridges](#)

Scope

Office/Copy paper refers to standard office printing and copy paper.

Paper Office Supplies includes writing paper (pads), packing paper, folders, letter folders, expandable filing folders, hanging folders or accessories, binders and indexes, hanging folders, dividers, file pockets, standard envelopes, packaging cartons, mailers, easel pads, sticky notes, storage boxes and desk pad calendars.

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

Toner - Additional recommendations can be found from the [State of New York's Approved Specifications for Monochrome Toner Cartridges](#).

Specifications

No additional specifications currently.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

Water Appliances and Fixtures

Green Spend Criteria

Recognized Certifications and Standards	Required Level (minimum mandatory requirements)	Preferred Level	Examples of Products in this Category
WaterSense®	WaterSense® Certified	WaterSense® Certified	Faucets, toilets, irrigation controllers, pre-rinse spray valves, and urinals

Scope

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

Specifications

To minimize operational issues, it is recommended that toilet and bowl assemblies shall have a [MaP](#) rating of 1000.

Timeline

This guidance was approved and added to the UC Sustainable Procurement Guidelines at the start of FY 18/19, the University should reach its Preferred Level target no later than the close of FY 20/21.

7. Universal Guidance for all Products

Some Green (environmental) sustainability criteria are applicable across all, or many different product or service categories. The following criteria should be considered for all applicable categories and included in the specifications for all relevant bid solicitations and contracts.

Chemicals of Concern Specifications

In accordance with the [UC Sustainable Practices Policy](#) Section V.G.2., the University will work to remove harmful chemicals from products brought onto campus by increasing the purchase of products and materials that disclose known hazards (e.g., in compliance with the requirements of LEED BD+C [v4 “Building product disclosure and optimization - material ingredients”](#) – or updated equivalent) and choosing products with reduced concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.

Additionally, where applicable, 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 should strive to meet all eleven of the [Kaiser Permanente Chemicals of Concern Criteria](#)¹⁰, 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) – Does not contain 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 products contain Prop 65 chemicals, supplier must disclose the 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 agents¹¹ – Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

Packaging Specifications

The University Standards for sustainable packaging materials will be outlined in all relevant bid solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet these UC Standards.

Minimum Requirements

- a. In accordance with the [UC Sustainable Practices Policy](#) section III.F.3., the University does not allow the sale, procurement, or distribution of packaging foam other than that utilized for laboratory supply or medical packaging and products. For related policy implementation procedures, reference the [Foam Ban Guidance](#) below.
- b. The University requires that all packaging be compliant with the [Toxics in Packaging Prevention Act \(AB 455\)](#) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and

¹⁰ In the event of a conflict in requirements between Kaiser Permanente’s Chemicals of Concern Criteria and any category-specific criteria, the category-specific criteria should take precedence.

¹¹ This includes hand and dish soaps labeled as antibacterial, except where required for use in hospitals and food service settings. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, except for triclosan and triclocarban which are explicitly prohibited.

containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight.

Additional Criteria

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.

Additional consideration in bid evaluations should be given to suppliers who meet more than one criterion listed above for packaging, and preference should be given to those using reusable packaging (b).

Foam Ban Guidance

In accordance with section III.F.5. of the [UC Sustainable Practices Policy](#), the University has prohibited the sale, procurement and/or distribution of packaging foam, other than that utilized for laboratory supply or medical packaging and products. The following guidance is meant for sourcing and procurement professionals and is intended to leverage large sourcing opportunities to mitigate single use packaging foam waste in support of UC's [Zero Waste](#) goals.

1. Scope

The ban on expanded plastic foam materials in packaging applies to all packaging brought onto UC campuses via the purchase of goods for the University. The only exception to this ban is for the purchase of products utilized in laboratory or medical settings.

2. Enforcement

This ban is a requirement of the UC Sustainable Practices Policy, meant to support UC's Zero Waste goal. The [UC Terms and Conditions](#) include the policy language regarding this ban, which is included when contracting with suppliers for the purchase of goods. When conducting a competitive bid for goods, the University must incorporate language into all Requests for Proposals/Quotes/Information (RFx's) articulating this ban, including in the qualitative evaluation, and ensure that it is addressed as part of the final award.

If a supplier claims to be unable to meet the requirements of the ban, an exemption will require UC approval in accordance with the instructions below. The exemption process is not required for one-time purchases. In the case of one-time purchases, the supplier should be required to take back non-compliant packaging upon delivery. For UC contracts executed prior to January 1, 2020, enforcement of this ban (including a possible exemption request) must be addressed during the next contract amendment, extension, or as part of a new award.

All off-contract purchases are also required under UC policy to abide by this ban. It is the responsibility of the person buying goods on behalf of UC to be aware of UC policy.

3. Exemption Process

If a supplier is unable to meet UC's ban on expanded plastic foam material in packaging and UC still intends to do business with that supplier, then the supplier must apply for an exemption. To do so, the supplier must submit a completed Foam Packaging Ban Exemption Form including all required documentation to substantiate their exemption.

Suppliers can download the [Request for Exemption Form](#) from the UC Procurement website. UC staff can download this form using the link above or from the [UC Forms & Policies SharePoint portal](#).

Suppliers must submit their Exemption Form to the appropriate commodity manager, buyer or other employee authorized to contract for, or purchase goods from, a supplier on behalf of the UC. The Policy Exception Authority must grant approval of the Exemption request. A copy of all submitted (approved and denied) Exemption Forms must be submitted to the appropriate Sustainability Office for reference.

8. Economically and Socially Responsible Spend

Economically and Socially Responsible (EaSR) Spend is defined as spend on products or services supplied by a business holding at least one of the UC-recognized classifications or certifications listed below. UC has a 25% economically and socially responsible spend goal. The table below outlines the certifications and criteria that the University uses to define EaSR spend. It also includes a category for Preferred Certifications, which are certifications offered by California (CA) government agencies and/or of CA-based businesses. There is currently no set goal for spend with suppliers meeting the Preferred Certification criteria.

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

$$\left(\frac{\text{Total spend on goods or services from a business that holds a UC-recognized EaSR certification}}{\text{Total Addressable Spend}} \right) \times 100$$

EaSR Spend Criteria

Expenditures on products and/or services supplied by businesses holding at least one of the UC-recognized certifications and standards outlined below will be counted towards UC EaSR Spend reporting.

Recognized Certifications and Standards – These are reputable government or nationally recognized certifications and standards UC recognizes as identifying suppliers that may have a positive impact on society and/or the economy. Suppliers with these certifications and standards should be flagged in Hosted and Punch-out Catalogs.

Preferred Certifications - These are reputable government or nationally recognized certifications UC recognizes as identifying suppliers that may have a positive impact on society and/or the economy within California specifically. Suppliers with these certifications are to be flagged in Hosted and Punch-out Catalogs.

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Small Business	All government agency certifications and accepted third party certifiers. Note that self-certification as Small in U.S. System for Award Management (SAM) is accepted as well as any other small business certifications that also certify a business's status as socially and economically disadvantaged such as (WOSB, VOSB, SDVOSB, SDB, etc.).	• CA DGS certification or California state or local agency certification • HUBZone certified • SBA 8(a) • WOSB and EDWOSB certified
Disadvantaged Business Enterprise	All government agency certifications.	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Women-owned Business	All government agency certifications and accepted third party certifiers, such as those approved by the SBA: • El Paso Hispanic Chamber of Commerce • National Women Business Owners Corporation • U.S. Women's Chamber of Commerce • Women's Business Enterprise National Council	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
BIPOC (Black, Indigenous, and People of Color) Business ¹²	All government agency certifications and accepted third party certifiers, such as: • State and Local Government Certifying Agencies • National Minority Supplier Development Council (NMSDC)	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Veteran-owned Business	All government agency certifications and accepted third party certifiers.	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Service Disabled Veteran-owned Business	All government agency certifications and accepted third party certifiers.	DGS DVBE
AbilityOne	U.S. AbilityOne Commission	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
LGBT-Owned Business	All government agency certifications and accepted third party certifiers, such as: • California Public Utilities Commission (CPUC) • National LGBT Chamber of Commerce (NGLCC)	All government and accepted third party certifiers included, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.

¹² Note that Federal, State, local and non-governmental agencies commonly refer to businesses under this classification as “Minority Businesses.” The University recognizes this term is generic and has historically connoted inferiority and dehumanized marginalized groups. “Minority Business” certifications do qualify under this criterion, but the University recognizes a need to shift the use of terms in this space and welcomes the different and nuanced experiences of BIPOC communities.

9. Best Practices for Procurement Services¹³

1. Market basket lists can be used as a tool for increasing the purchase of sustainable products at competitive and affordable prices. By only including products meeting the Required and Preferred Level of sustainability criteria in a market basket list, the University may be able to achieve reduced rates that will in turn direct spend towards sustainable products over conventional products. Allowing for revisions to the market basket beyond traditional changes in volume/spend patterns may allow for more competitive pricing on newly added sustainable items.
2. Through bid specifications and contract provisions, require suppliers to:
 - a. Offer eCommerce capabilities, including:
 - i. clearly identifying UC-recognized “light green” and “dark green” sustainable items in product Catalogs.
 - ii. ensuring that any additional sustainability symbols/icons/certifications are displayed along with attribute details per product (e.g., a product with a recycled content symbol must also have in its product description details about the percentage of total recycled content and post-consumer recycled content).
 - iii. blocking and/or restrict pre-identified conventional items from being purchased online so University employees are compelled to purchase products that comply with UC’s Sustainable Procurement Policies and Guidelines.
 - iv. auto-substituting pre-identified conventional products with sustainable products on the market basket list when end-user places conventional item in online cart.
 - v. making sustainable items display first in online Catalog search results or make them easily found within online product Catalogs through effective search tools, search filters, and related navigational tools.
 - b. Incentivize consolidated deliveries whenever feasible (e.g. deliveries only on certain days of the week or reduced pricing for consolidated shipping), and
 - i. document or illustrate how the delivery consolidation method reduces the UC and supplier’s carbon footprint (e.g., reduction in fossil fuel use, carbon emissions, packaging materials, or on-site vehicle traffic).
 - c. Use only delivery service companies that are participants in [EPA’s Smartway Partnership Program](#).
3. LEED credits should be incorporated into all procurement associated with new facility construction and major renovations.¹⁴
4. These Guidelines (particularly the Green Spend Criteria) should be required of all providers that lease space or provide contracted goods or services at UC locations. Locations should include the Sustainable Procurement Policy and Guidelines provisions in lease language as new leases and contracts are negotiated or existing leases are renewed, and should work to incorporate these practices, as much as possible, within the timeframe of current leases.

All privatized development of new buildings or major renovations on University-owned land that is constructed in whole or in substantial part for University-related purposes (i.e. in furtherance of the University’s mission, both programmatic and auxiliary uses), and build-to-suit projects not on University-owned land constructed for University-related purposes, should be held responsible for compliance with these Guidelines. The provisions should apply regardless of the business relationship between the parties (i.e. whether a gift, acquisition, ground lease and/or lease).

¹³ Some of the content from this list is modified from the [Northeast Recycling Council](#).

¹⁴ Guidance is available from the [City of Phoenix](#).

10. Approval Procedure Updates and Changes

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

Change Log

Approval Date	Summary of Changes	Approved by	Product Categories Impacted	Start Date for Reporting on New or Updated Categories
8/10/18	Implementation of UC Sustainable Procurement Guidelines	UC Procurement Leadership Council	Electronics, cleaning supplies, copy paper, paper office supplies (other than copy paper), non-paper office supplies, toner, indoor furniture, compostable food service ware, water appliances/fixtures	7/1/2018
10/15/19	Added new section "Packaging Foam Ban Guidance"	UC Sustainability Steering Committee	All where product packaging is involved.	
10/15/21	Definitions updated, clarification of "required" v. "preferred" green spend, updated outdated accepted certifications lists for many product categories, updated compostables guidance to comply with the UC Sustainable Practices Policy, addition of food and beverages; flooring; and lighting; clarification of some of the categories on the EaSR list, reformatting changes for readability.	UC Procurement Leadership Council	All product categories, furniture, food and beverages, flooring, and lighting	

11. Appendices

The “Dollar not Spent” and Green Spend

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

How to calculate the dollar not spent:

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

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

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

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

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

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

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

Where:

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

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

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

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

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

$$\left(\frac{\text{Green Spend purchase per category} + \$12,500}{\text{Total Addressable Spend in a given category} + 12,500} \right) \times 100$$

Method 2: Normalized Reduction in Purchase of Commodity Goods

Where:

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

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

Equation:Baseline quantity of goods consumed

Baseline quantity of driver

For example:Baseline # reams of copy paper purchased

Baseline # Full Time Equivalent staff

Baseline # gallons of cleaning products purchased

Baseline # square feet of cleaned space

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

Current quantity of driver

For example:Current # reams of copy paper purchased

Current # Full Time Equivalent staff

Current # gallons of cleaning products purchased

Current # square feet of cleaned space

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

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

Example:Paper: Current number of FTEs x (Baseline number of reams of copy paper purchased per FTE – Current number of reams of copy paper purchased per FTE)Cleaning: Current number of sq. ft. cleaned x (Baseline number of gallons of cleaning product purchased per sq. ft. cleaned - Current number of gallons of cleaning product purchased per sq. ft. cleaned)**STEP 4.** Determine the value of savings based on the current market value of goods.**STEP 5.** Include the current market value of goods in the numerator and denominator of the Green Spend calculation.**Where:**Current market value of goods: is to be determined as the average price of the equivalent good available on systemwide contracts (or an average market value of equivalents if no systemwide contracts product available).*Note that if the purchase of one commodity is replaced with purchase of a different (but similar) commodity, this should not be considered a reduction.*

Method 2 Example (Using copy paper as the good purchased):

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

Baseline year: FY 05/06

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

Driver: 800 Full Time Equivalent staff

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

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

Current year: FY 17/18

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

Driver: 1500 Full Time Equivalent staff

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

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

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

= 421.5 reams of paper

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

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

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

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

$$\left(\frac{\text{Green Spend purchase per category} + \$2,107.50}{\text{Total Addressable Spend in a given category} + 2,107.50} \right) \times 100$$

Method 3: Replacement of disposables with reusables

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

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

STEP 1. Determine number of goods displaced.

STEP 2. Determine value of goods displaced per unit.

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

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

Method 3 Example:

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

STEP 1. Determine number of goods displaced

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

STEP 2. Determine value of goods displaced per unit

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

STEP 3. Calculate total value of goods displaced

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

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

$$\left(\frac{\text{Green Spend purchase per category} + \$100}{\text{Total Addressable Spend in a given category} + 100} \right) \times 100$$

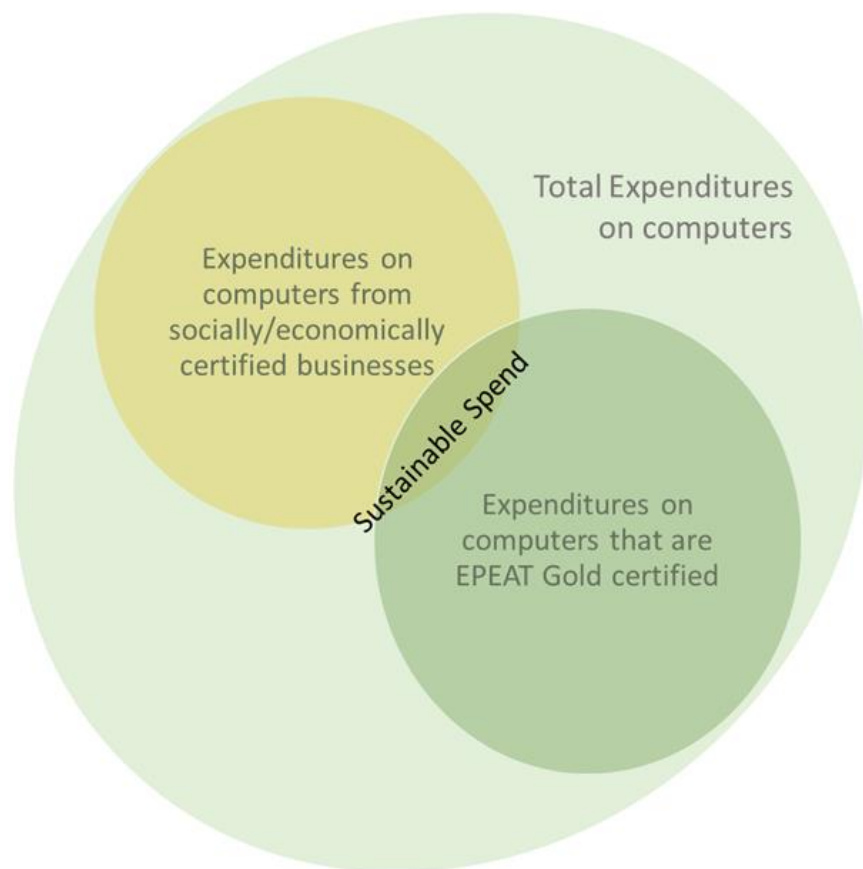
Sustainable Spend

Sustainable Spend is a concept the University is evaluating, looking at the intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements for Green Spend as well as for Economically and Socially Responsible (EaSR) Spend. Thus, Sustainable Spend is defined as the expenditures on products in a particular product category that are supplied by a business holding one of the UC-recognized EaSR certifications, in addition to the product meeting the Preferred Level Green Spend criteria.

Figure 1 below illustrates an example calculation for the percentage of Sustainable Spend for computers over a given time period:

$$\left(\frac{\text{Expenditures on EPEAT® Gold certified computers from Small Business suppliers}}{\text{Total Addressable Spend on computers}} \right) \times 100$$

Figure 1. Sustainable Spend for Computers



OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

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

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

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

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

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier’s products and services to Participating Public Agencies through

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

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

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

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

Suppliers are required to pay an Administrative Fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

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

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

OMNIA PARTNERS EXHIBITS
EXHIBIT A - NATIONAL COOPERATIVE CONTRACT OBJECTIVES

- 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.

2.3 Sales Commitment

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

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

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

TERM OF AGREEMENT; TERMINATION

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

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar

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

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

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

GENERAL PROVISIONS

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

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

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law

or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

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

A. OMNIA Partners:

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

B. Supplier:

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

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

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

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

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

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners Public Sector

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

EXAMPLE

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 (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org 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 affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency’s sole discretion.

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

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for 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 NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL,

EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL 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) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXEMPLARY

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”), [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

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

OMNIA PARTNERS EXHIBITS									
EXHIBIT 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			

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

The following certifications and provisions may be required and apply when a 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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 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.

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

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

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 books, documents, papers and records of offeror that are directly 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 AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

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
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.

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- 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

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(N.J.S. 52:25-24.2)

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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

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Company Name: _____

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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.

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

Name	Address	Interest

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Date

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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____

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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DOC #7	New Jersey Business Registration Certificate

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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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EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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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.”

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

[illegible]

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name:	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__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (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 CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT

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

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVILLE, 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
 TOOEELE 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