

RFP EVENT AND PROCESS SUMMARY

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

The purpose of this Request for Proposal (the "RFP") is to invite qualified Printer Manufacturers ("Supplier(s)") to prepare and submit proposals to the University of California ("UC") to provide multi-function devices ("MFDs") with copy, print, scan and optional fax functionality, and/or Laser Printers, along with products and support ("Print Goods and Services") all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in this RFP. The UC has partnered with OMNIA Partners to make the resultant agreement a national cooperative agreement which public agencies, across the country, will be able to utilize.

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

If a Printer Manufacturer does not have capability to independently fulfill the scope of this RFP, Printer Manufacturer may partner with third party to meet that requirement (collectively "Supplier"). Should a Proposer partner to submit a Bid, the Proposer must identify the third party partner by name, location and requirement the partner will meet. The Printer Manufacturer will be responsible for ensuring their partner is fully aware of the terms of any resulting agreement.

Historically, UC system-wide annual spend for Print goods and services has been approximately \$10-\$13 million each year for the last 2 fiscal years. On average, it is estimated that the University replaces 20%-30 % of the total population of devices on annual basis.

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

B. Definitions

Printer Manufacturers – Original equipment manufacturers (OEM) and/or have MFDs and Laser Printers manufactured by OEM based on Supplier's unique specifications.

MSRP - MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

C. Scope of Work

Although this section reflects the needs and requirements of the UC, OMNIA Partners Participating Agencies may have different requirements. The awarded Supplier will have the ability to offer their comprehensive Print Goods and 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 UC Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

This section sets forth specific product and service requirements for UC Locations for MFDs (with output up to at least 11"x17" tabloid size) and Laser Printers (either single-function [print only] or multifunction [print/copy/scan/fax], to 8.5"x14" legal size). Proposals must address all of the listed requirements in

the order presented with a response acknowledging an understanding of the requirements, their commitment to fulfill the requirements, and a description of the Proposers approach to fulfilling each requirement. The scope of the Print Goods and Services includes, but is not limited to, the following methods of acquisition of MFDs, Laser printers. Therefore, all proposals must include the following Options:

1. Proposal Options

1.1. Purchase option: UC will buy MFDs and/or Laser Printers, and or associated products and services, from the successful Proposer. The successful Proposer will provide its products and services in accordance with the requirements of this RFP. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFD's, Proposers must offer a cost per copy (CPC) rate for service and supplies. Proposers response for pricing on purchases, as well as service and supply component, based upon both no volume commitment, and with volume commitment, must be submitted on the "B/W Pricing", "Color Pricing", and "Accessories Pricing" tabs of Attachments 1 and 2.

1.2. Lease Option: Successful Proposer must offer MFDs and associated products and services based on the following full Market Value (FMV) and \$1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

In conjunction with leased MFDs, Proposer must offer a CPC rate for service and Supplies

In conjunction with Leased MFDs, on both FMV and \$1 buyout option, a service and supply component must be included and reported on the "B&W Pricing" and "Color Pricing", tabs of Attachments 1 and 2 in the Price Questionnaire.

The successful Proposal must include in detail the proposer's terms and conditions, and processes for the following:

- Early Lease termination
- Lease renewal/extension
- Buyouts of leased MFDs on FMV and \$1 buyout options as follows:
 - At the expiration of the initial term
 - At any time during the initial terms, please provide a monthly buyout schedule
 - Residual value use and application for

UC reserves the right to lease through a Third Party vendor per the University

2. Required Products

2.1. MFDs required with this RFP are categorized as follows:

2.1.1. Category 1 - B/W Desktop	20+ pages per minute
2.1.2. Category 2 - B/W	20-30 pages per minute
2.1.3. Category 3 - B/W	31-40 pages per minute
2.1.4. Category 4A - B/W	41-50 pages per minute
2.1.5. Category 4B - B/W	51-60 pages per minute
2.1.6. Category 5 - B/W	61-90 pages per minute
2.1.7. Category 1 - Color Desktop	20+ pages per minute
2.1.8. Category 2 - Color	20-30 pages per minute

2.1.9.	Category 3 - Color	31-40 pages per minute
2.1.10.	Category 4A - Color	41-50 pages per minute
2.1.11.	Category 4B - Color	51-60 pages per minute
2.1.12.	Category 5 - Color	61-90 pages per minute

Proposers must provide service and support for any device proposed as an MFD from a single technical service group.

2.2. Laser Printers required with this RFP are categorized as follows:

2.2.1.	Category 1 - Low Volume - B/W	25-40 pages per minute
2.2.2.	Category 2 - Mid Volume - B/W	41-55 pages per minute
2.2.3.	Category 3 - High Volume - B/W	56-70 pages per minute
2.2.4.		
2.2.5.	Category 1 - Low Volume - Color	10-20 pages per minute
2.2.6.	Category 2 - Mid Volume - Color	21-35 pages per minute
2.2.7.	Category 3 - High Volume - Color	36-50 pages per minute

Proposers must provide service and support for any device proposed as a Laser Printer from a single technical service group.

2.3. Proposers must provide detailed specifications for each model of MFD included in proposal. At the minimum, Proposers must specify the capability and availability of the features listed on the "Equipment Specifications" tab of the pricing sheet "Attachment 1 MFD Pricing" in the Price Questionnaire.

Proposers must provide detailed specifications for each model of Laser Printer included in proposal. Each model MUST have the ability to perform duplex printing and have Ethernet connectivity. At the minimum, Proposers must specify the capability and availability of the features listed on the "Equipment Specifications" tab of "Attachment 2 Laser Printer Pricing" of the pricing sheet in the Price Questionnaire.

2.4. Proposers will provide a discount percentage off the published Manufacturer's Suggested Resale Price (MSRP) or list price by the Manufacturer. In addition, each proposer is encouraged to provide all other discount percentages off product and services they may do business with in the pricing sheet "Attachment 3 Additional Discounts" provided in the Pricing Questionnaire.

2.5. During the term of the contract, Awarded Suppliers may add or delete contract devices introduced or removed from the market by the manufacturer provided the added device falls

within the scope of the respective category. Any new device must be adequately described and be equal to or better than the device it is replacing and the associated price list must be updated to reflect the new device at original contracted price. The Awarded Suppliers must update their dedicated contract websites and published catalogs and lists to reflect this change.

3. MFD/Printer Fleet Management Programs:

Some UC Locations utilize established MFD/Printer Fleet Management Programs, or similar groups managing a large population of MFDs and/or Laser Printers for the UC Location. The value-added services provided by these programs may vary, but generally can include:

- Institutional knowledge and understanding of UC Location hierarchy, policies & procedures, and local campus geography;
- Onsite central point of contact at UC Location for first-tier service response and coordination, and centralized supplies & parts;
- Factory-trained UC employees providing on-campus service for the MFD/Printer fleet;
- Consultation and equipment needs assessment for multiple departments within the UC Location;
- Consolidation of multiple equipment orders onto single purchase orders (lease or purchase);
- Coordination for volume deliveries of equipment;
- Consolidated billing and meter reading reconciliation through a single contact at the UC Location;
- Coordination of internal campus services for: delivery access, electrical upgrades, network access, copy/print control systems, help desk troubleshooting, and service call avoidance;
- Summary invoicing, and single-contact invoice reconciliation;
- Managed mediation of customer equipment expectations and performance issues in lieu of the vendor

3.1. UC Locations that currently operate such programs are identified in the Campus Profiles located at the end of this RFP Event Summary. If, after the implementation of this contract, a UC Location not operating such a program at this time determines that is in their best interest to deploy such a program, Suppliers will be notified by that UC Location's procurement office, after appropriate review and authorization. On authorization, such programs will be entitled to all benefits available to those programs currently established as detailed herein.

3.1.1. In recognition of these value-added services currently in place at the UC Locations identified, and their resulting reduction in Suppliers' efforts, resources, and expenses, Proposers must extend additional discount rates off MSRP to MFD/Printer Fleet Management Programs. Please note, if you are a current supplier this rate must be equal to or exceed current discount rates.

3.1.1.1. Proposers must state these discount rates as an additional percentage discount off of the pertinent UC Net Price provided on the "B&W Pricing", "Color Pricing", and "Accessories Pricing" tabs of Attachments 1 and 2 for the following items:

- MFD purchase price
- Printer purchase prices
- MFD monthly lease payment price (including \$1 buyout and FMV, 36/48/60 month terms)
- Cost per copy and overage rates
- Time and materials service

- IT Analyst support to support networking issues, printing issues, anything on the network.

3.1.1.2. Proposer must identify further discounts for MFD/Printer Fleet Management Programs they provide, if any in the Price Questionnaire. MFD/Printer Fleet Management Programs reserve the right to negotiate further discounts on any of Suppliers' products and/or services provided for under this RFP and its resulting contract.

3.1.1.3. Proposers must be willing to provide further discounts as a percentage discount (additional to that offered in section 3.1.1 above) to MFD/Printer Fleet Management Programs that provide UC employees for on-campus service. Additionally, Proposers must provide factory training for these UC employee technicians at no cost to UC, except for travel, hotel, and meals relating to Proposer's training of these employees.

3.1.1.3.1. MFD/Printer Fleet Management Programs retain the right to negotiate a single cost-per-copy service rate for all MFD categories and units acquired from the same vendor, including existing populations of the same vendor's equipment. The cost-per-copy would incorporate all supply and maintenance costs, except paper costs.

3.1.1.4. At UC Locations with MFD/Printer Fleet Management Programs, Supplier will partner with these programs and direct all potential campus customers at the UC Location to the program before selling or leasing an MFD/Printer to the campus customer. Additionally, Supplier will provide marketing expertise to further the program development at the UC Location.

4. Product Certification:

Proposers certify and warrants that all products sold to UC under any agreement resulting from this RFP:

- Shall be new and genuine, except short-term rentals or temporary replacements.
- Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.
- Shall be manufactured and sold or distributed to the Proposer for retail sale in the United States.
- Shall be sold to the Proposer from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
- Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.

5. Programs for Trade-ins/Upgrades

Proposer must include a program for trade-ins for the existing population of UC MFDs or Laser Printers which are manufactured by your company and other suppliers.

D. Organizational Context:

University of California

The UC's fundamental mission is teaching, research, and public service. Founded as the state's first and only land grant institution in 1868, the University of California (UC) has approximately 273,000 undergraduate and graduate students, a workforce of 223,000, and is comprised of the following locations, their adjacent offices, remote offices, and defined as the following locations:

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

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

OMNIA Partners – National Master Agreement

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

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

to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

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

While no minimum or maximum volume is guaranteed to the Supplier, the University of California estimates spending approximately \$10 – \$20 million annually for Print Goods and Services, materials, and related supplies. The estimated annual volume Print Goods and services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$100 million, however, no minimum or maximum volume is guaranteed to Supplier under the OMNIA Partners Master Agreement. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

E. Issuing Office and Communications Regarding the RFP:

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

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

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

IT Commodity Manager contact information:
Michael Wegmann
IT Commodity Manager
E-mail: Michael.wegmann@ucop.edu
Phone: 510.987.0428

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

F. RFP Schedule:

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

Pre-Proposal Conference Call: A Pre-Proposal Conference Call will be held via Zoom on **Monday, April 27, 2020** from 1:00pm - 3:00pm (PDT). This conference call will provide Proposers the opportunity to ask questions about the RFP, OMNIA, and the University's requirements. Attendance on the Pre-Proposal Conference Call is highly recommended for Suppliers who intend to submit a proposal. Attendance, via the conference call line must be limited to two representatives from each participating company. Any changes to the Pre-Proposal Conference Call requirements are at the sole discretion of the University.

Pre-Proposal Conference Call Schedule:

Date: Monday, April 27, 2020
Time: **1:00pm – 3:00pm** (PDT)
Where: Via a Conference Call/Log-in:

Join Zoom Meeting

<https://UCOP.zoom.us/j/720555518>

Meeting ID: 720 555 518

One tap mobile

+16692192599,,720555518# US (San Jose)

+16699006833,,720555518# US (San Jose)

Dial by your location

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 720 928 9299 US (Denver)

+1 971 247 1195 US (Portland)

+1 346 248 7799 US (Houston)

+1 602 753 0140 US (Phoenix)

+1 651 372 8299 US

+1 786 635 1003 US (Miami)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

+1 470 250 9358 US (Atlanta)

+1 470 381 2552 US (Atlanta)

+1 646 518 9805 US (New York)

+1 646 876 9923 US (New York)

*4 (from UCOP office phone)

Meeting ID: 720 555 518

Find your local number: <https://UCOP.zoom.us/u/aR271koJD>

G. Addenda to the RFP:

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

H. Instructions for Submitting Proposals:

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

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

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

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

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

Your Company Name_RFP Name_Questionnaire Name, Questionnaire, Question #

XYZ Company_Office Supplies RFP_, Questionnaire-Supplier Information, #3

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

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

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

Late proposals will not be accepted.

I. Proposer Questions:

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

J. Proposal Evaluation and Agreement Award:

1. Any Agreements(s) resulting from this RFP will be awarded to the most responsive and responsible Proposer(s) whose Proposal, in the opinion of the UC, offers the greatest benefit to the UC when considering the total value, including, but not limited to, the quality of the Services, and total cost (including prompt payment discounts, available volume discounts, and other elements of value to the UC). A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP.
2. Proposals will be evaluated by the UC using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the University, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, security, required services, and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the UC's specifications.
3. The UC may request additional information either from the Proposer or others, utilize site visits, Proposer presentations, sandbox testing, and make any other investigations, as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. The UC also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability.
4. The UC reserves the right to reject any proposal in which the information submitted fails to satisfy UC and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that does not comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract.
5. The UC may waive irregularities in a proposal provided that, in the judgment of the UC, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. The UC's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.
6. The UC reserves the right to award an Agreement to a local-only supplier if deemed to be, solely at the discretion of the UC, in the best interests of the UC. For any local-only Agreement, the UC reserves the right to accept or reject any or all proposals, make more than one award, split the award, or make no award. The UC also reserves the right, for a national Agreement, to accept or reject any and all proposals, make more than one award, split the award, or make no award. The UC reserves the right to award any number of local or national contracts at the same time.
7. Any contract awarded pursuant to this RFP will include the requirements and specifications in the RFP, as well as, the contents of the proposal response as accepted by UC and will be in writing.

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

K. Multi-Phased Initiative:

This Initiative will consist the following separate phases:

1. **Phase I- Prerequisites:**
Proposer must acknowledge and agree to all requirements of the RFP as outlined in the Guidelines section in CalUsource before advancing in the proposal process. Proposer must submit final proposal via the CalUsource portal.
2. **Phase II: Selection of Finalists**
Finalists will be identified based on the quality and responsiveness of the written proposals.
3. **Phase III: Finalist Presentations (At UC Discretion)**
 - a. The top finalists resulting from Phase II will advance to Phase III.
 - b. Proposers may be requested to conduct a live presentation regarding the Proposers' ability to provide the Services. However, the UC may determine that presentations are not necessary. In the event presentations are conducted, information provided during the presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the proposer for the costs associated with the interview process.

L. Proposal Preparation Costs:

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

M. 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.

N. Agreement Term:

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

O. No Mandatory Use:

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

P. Disclosure of Records/Confidentiality of Information

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

3. Should a request be made of the University of California for access to the information designated confidential or trade secret by the Proposer and, on the basis of that designation, UC denies the request, the Proposer may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Q. Business Review/Business Reports

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

R. Errors and Omissions:

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

Campus Profiles

UNIVERSITY OF CALIFORNIA, BERKELEY - LOCATION PROFILE

CURRENT PROGRAM INFRASTRUCTURE

With the closing of UC Printing Services in 2010, UCSF Documents & Media (DM) manages office multifunction copiers and printers, for University departments at UC Berkeley who prefer that print professionals handle their office printing needs. From selecting the right multifunction copier or printer and making arrangements for delivery and installation, to basic service calls and replenishment of supplies like toner and solid ink, DM offers turnkey solutions that address diverse department needs, saving the departments both time and money.

The UCSF Print Management Program currently manages over 1225 devices in administrative, lab, academic, and public areas across UCSF, UC Berkeley, and UC Hastings College of the Law. DM PMP manages over 620 devices across the Berkeley campus, with key campus partners at the UC Libraries, Berkeley Law, Campus Shared Services, and Haas School of Business.

There are no leasing hassles for the department as DM deals directly with the vendors. No need for department to generate a purchase order, since DM leases or buys the equipment. All office machines can be from the same manufacturer. This uniformity enables users the capability to easily operate each machine, which in turn eliminates the frustration and downtime of having to readjust to different machines.

Monthly charges are based on equipment selected and per copy use. Codes can be assigned to each user if required. No need to track individual copies, since DM is responsible for tracking copier usage on a monthly basis. A monthly statement listing copy totals and recharges made by department Chart string are available UCB PMP customers via the UCB PMP Monthly online portal.

No need for the department to figure out separate monthly bills from vendors for maintenance charges, equipment payments, or supply orders.

DM manages all equipment maintenance issues, which helps reduce frequent service calls involving vendor service technicians, and helps get machines back up and running sooner using on-campus DM staff.

DM is the key contact for all maintenance needs supporting the UC Berkeley fleet on-campus from the Moffitt Copy Center (which is managed by DM). No more confusing service costs, burdensome maintenance agreements, or tracking down a service technician for office machine repairs for the department – PMP coordinates the service or repair. DM conveniently stores most general machine parts in the Moffitt Copy Center. This reduces the time needed to order vendor parts and results in machines being serviced faster.

DM currently has service contracts with Xerox and Ricoh for their equipment. These contracts are for maintenance on the devices that DM owns and include provisions for all parts and supplies (excluding paper). They are billed monthly via per click charge on a summary invoice. DM also contracts with CFI for PMP enrolled HP printers and single-function printer break/fix service.

DM supplies toner along with any other consumables, for devices managed in PMP – no need to order supplies from the vendor. DM provides PMP customers with next day delivery of toner/supplies

DM can provide tree-free or 100% post-consumer content recycled paper if needed.

The UC Berkeley Operational Excellence Procurement Initiative Team endorsed the UCSF Print Management Program in 2011.

ORDER PROCESS

Departments request devices from PMP via email or a call to DM. Onsite assessments are made including space, connectivity, power, historical volume, user needs, device capability, total users, and user code management. Full office print environment assessments are available free of charge. 60-month equipment agreements are issued between DM (PMP) and the department. DM provides the needed device(s), leasing or purchasing new equipment from vendors or placing pre-owned equipment from the PMP reserve fleet.

BILLING FROM VENDOR

Within 30 days after Vendor receives monthly meter usage from DM PMP, Vendor must provide accurate monthly billing on a Summary Invoice that includes for each copier: make, model, serial number, starting meter, ending meter, service copies credit, total copies to be charged, rate per copy, net service charge for copier, tax, total. No estimated end meter counts will be paid. Only meters submitted. Invoices are to be sent to: UCSF Documents & Media, 1855 Folsom Street, Room 156, Box 0284 San Francisco, CA 94143. Invoice payment is processed by DM PMP staff directly into our Financial Information System, and a check is sent to the vendor within the normal processing time.

Failure to submit timely and accurate invoices may result in invoicing the Vendor to recoup the administrative costs of correcting said invoices. Rate: \$65.00/hour, with a minimum of one hour with quarter hour increments.

PAYMENT METHOD TO VENDOR

Checks are issued through central accounting or Electronic Fund Transfer.

EQUIPMENT MAINTENANCE

By centrally managing the print equipment fleet, PMP is able to standardize model types, which provides efficiencies in ordering, stocking, and maintaining similar parts & supplies. This also helps reduce multiple delivery vehicles around campus. Additionally, by strategically partnering with key vendors who share the same sustainability values of the University, we are able to place more efficient office multifunction equipment that uses less energy and is environmentally friendly.

Maintenance is generally purchased at the time the equipment is purchased.

SUPPLIERS

XEROX

RICOH

HP (CDW)

CONTRACT EXPIRATIONS

Vary depending on purchase or lease date.

EQUIPMENT ACQUISITION METHODS

Equipment is purchased or leased for departments enrolled in PMP by DM. There are existing leases for those departments not in PMP. Service is often bundled with lease.

DELIVERY METHODS

Vary according to department and physical location. All deliveries of multifunction copiers must be coordinated with DM PMP. Networked printers are drop-shipped directly to DM PMP.

PARKING

Parking is always an issue at UC Berkeley, as the campus exists in highly congested urban setting. UCSF PMP does NOT reimburse service vendors for parking or provide parking spots.

UNIVERSITY OF CALIFORNIA, DAVIS - LOCATION PROFILE

UC Davis operates a semi-centralized copier program run by Repro Graphics. Departments are encouraged to contact Repro Graphics when contemplating MFD and Printer purchases, but they are not required to do so.

Two Ways to Procure

When a department needs to order a copier, they can contact Repro Graphics for a needs assessment to match the needs of the organization to the appropriate device or spread of devices that can match a range of need. Once the device is chosen by the department, Repro Graphics would finalize the purchase and coordinate the delivery, setup and installation of the device. Repro Graphics pays for the copier upfront charging the organization for usage monthly.

If an organization chooses to procure a device on their own they can, by referencing the systemwide agreement in the correct field on a requisition, issue a purchase order directly to the supplier. Requests for devices not on a systemwide agreement pass through Contracting Services who will assess the particulars of the purchase to see if the purchase can be redirected to a systemwide agreement and those that cannot be redirected will have their purchase orders completed by Contracting Services and sent to the vendor. The vendor and the end user must then coordinate schedules for delivery, setup and installation.

Sources of Devices

UC Davis is primarily uses Canon and Ricoh, devices in the average office setting.

Paying the Bill

Devices ordered through Repro Graphics are paid by Repro Graphics and the end user recharged for the use of the device. All servicing needs are managed by Repro Graphics, freeing the end user from that responsibility.

Those end users who utilize the systemwide agreements directly are responsible for processing all payments according to the terms of the agreement.

Maintenance

Repro Graphics will purchase a maintenance contract for all devices they order with the contract including supplies (toner, staples, etc.), and all maintenance/repairs charged at a fixed cost per-copy rate.

Purchase vs Lease

For those devices, whose capabilities and price point are easily absorbed by the average organization a direct purchase is the primary purchase option. This represents the most common choice at UC Davis. As the price point increases the chance the acquisition becomes a FMV lease dramatically increases.

UNIVERSITY OF CALIFORNIA, HASTINGS - LOCATION PROFILE

CURRENT PROGRAM INFRASTRUCTURE

UC Hastings College of the Law ended a managed print services contract with Newcal Industries in 2009, and since then has entered into an MOU with UCSF Documents & Media (DM) to manage department and student multifunction copiers and printers for the College. From selecting the right multifunction copier or printer and making arrangements for delivery and installation, to basic service calls and replenishment of supplies like toner and solid ink, DM offers turnkey solutions that address diverse department needs, saving the departments both time and money.

The UCSF Print Management Program currently manages over 1225 devices in administrative, lab, academic, and public areas across UCSF, UC Berkeley, and UC Hastings College of the Law. DM PMP manages over 100 devices across the three primary buildings that form the College, just within walking distance of the San Francisco Civic Center.

There are no leasing hassles for the College as DM deals directly with the vendors. No need for the College to generate a purchase order, since DM leases or buys the equipment. All multifunction machines are from the same manufacturer. This uniformity enables users the capability to easily operate each machine, which in turn eliminates the frustration and downtime of having to readjust to different machines.

Monthly charges are based on equipment selected and per copy use. Codes can be assigned to each user if required. No need to track individual copies, since DM is responsible for tracking copier usage on a monthly basis. Monthly statement listing copy totals and recharges made to department accounts is provided to the Purchasing Director.

No need for the College to figure out separate monthly bills from vendors for maintenance charges, equipment payments, or supply orders.

DM manages all equipment maintenance issues, which helps reduce frequent service calls involving vendor technicians and helps get machines back up and running sooner using on-campus DM staff.

DM is the key contact for all maintenance needs supporting the UC Hastings fleet on-campus from the Hastings Business Center (which is managed by DM). No more confusing service costs, burdensome maintenance agreements, or tracking down a technician for office machine repairs for the College – PMP coordinates the service or repair. DM conveniently stores most general machine parts in the business center. This reduces the time needed to order vendor parts and results in machines being serviced faster.

DM currently has service contracts with Xerox. This contract is for maintenance on the devices that DM owns and includes provisions for all parts and supplies (excluding paper). They are billed monthly via per click charge on a summary invoice.

DM also contracts with CFI for PMP enrolled HP printers and single-function printer break/fix service.

DM supplies toner or solid ink, along with any other consumables, for devices managed in PMP – no need to order supplies from the vendor. DM provides PMP customers with same day delivery of toner/supplies

DM can provide tree-free or 100% post-consumer content recycled paper if needed.

UC Hastings departments are mandated to use the UCSF Print Management Program managed by DM.

ORDER PROCESS

UC Hastings Purchasing request devices from PMP via email or call to DM. Onsite assessments are made including space, connectivity, power, historical volume, user needs, device capability, total users,

and user code management. Full office print environment assessments are available free of charge. Equipment agreements are issued between DM (PMP) and UC Hastings Purchasing. DM provides needed device(s), purchasing or leasing new equipment from vendors or placing pre-owned equipment in PMP reserve fleet.

BILLING FROM VENDOR

Within 30 days after Vendor receives monthly meter usage from DM PMP, Vendor must provide accurate monthly billing on a Summary Invoice that includes for each copier: make, model, serial number, starting meter, ending meter, service copies credit, total copies to be charged, rate per copy, net service charge for copier, tax, and total. No estimated end meter counts will be paid. Only meters submitted. Invoices are to be sent to: UCSF Documents & Media, 1855 Folsom Street, Room 156, Box 0284 San Francisco, CA 94143. Invoice payment is processed by DM PMP staff directly into our Financial Information System, and a check is sent to vendor within the normal processing time.

Failure to submit timely and accurate invoices may result in invoicing the Vendor to recoup the administrative costs of correcting said invoices. Rate: \$65.00/hour, with a minimum of one hour with quarter hour increments.

PAYMENT METHOD TO VENDOR

Checks are issued through central accounting or Electronic Fund Transfer.

EQUIPMENT MAINTENANCE

By centrally managing the print equipment fleet, PMP is able to standardize model types, which provides efficiencies in ordering, stocking, and maintaining similar parts & supplies. This also helps reduce multiple delivery vehicles around campus. Additionally, by strategically partnering with key vendors who share the same sustainability values of the University, we are able to place more efficient office multifunction equipment that uses less energy and is environmentally friendly.

Maintenance is generally purchased at the time the equipment is purchased.

SUPPLIERS

XEROX

HP (CDW)

CONTRACT EXPIRATIONS

Vary depending on purchase or lease date.

EQUIPMENT ACQUISITION METHODS

Equipment is purchased for UC Hastings by DM.

DELIVERY METHODS

Vary according to physical location. All deliveries of multifunction copiers must be coordinated with DM PMP. Networked printers are drop-shipped directly to DM PMP.

PARKING

Parking is always an issue at UC Hastings, as the campus exists in highly congested urban setting. UCSF PMP does NOT reimburse service vendors for parking or provide parking spots.

UNIVERSITY OF CALIFORNIA, IRVINE - LOCATION PROFILE

CURRENT PROGRAM INFRASTRUCTURE

We are very decentralized here at UCI. Various "Schools" such as those of Physical Sciences, Biological Sciences, Engineering and Fine Arts, have their own internal copy centers. Numerous departments have their own departmental copiers. The UCI Medical Center, which is located 14 miles from here in Orange, California, has their own internal Materiel Management Department, which acquires copiers and other office equipment items. However, we at the Campus procure some copiers and office equipment which winds up being installed at the Medical Center even though it is ordered from the Campus and paid for by Campus Accounting.

ORDERING PROCESS

Orders are placed by departments using a purchasing card or purchase order. Departmental requisitions are transmitted electronically to Central Purchasing. Departments are strongly encouraged to use the purchasing card for supply items and equipment purchases under the \$2,500.00 purchasing card limit.

Many copiers are being ordered on either three year or five-year leases. All of these orders must go through Central Purchasing.

BILLING

Aside from the purchasing cards, we prefer EDI invoicing. We still currently accept paper invoices but we are seeking to eliminate them.

EQUIPMENT MAINTENANCE

We do not allow departments to use purchasing cards to pay for maintenance contracts since vendors might attempt to give users in departments vendor agreements to sign which are not fully understood. Such agreements must come through Central Purchasing for our review. Such maintenance orders are set up on blanket purchase orders or special purchase orders which we call "X" orders.

SUPPLIERS

Our major suppliers are: Xerox, Ricoh, Konica -Minolta, Savin and Panasonic. We usually deal with the educational sales reps of the manufacturers and do not go through dealers.

CONTRACT EXPIRATIONS

Most users do not purchase equipment. They lease it for either three year or five year terms. The contract expiration dates vary for each individual contract.

EQUIPMENT ACQUISITION METHODS

Virtually no outright purchase. Usually on 3 or 5-year lease. All supplies are usually included except for paper and staples.

DELIVERY METHODS

Deliver via vendor truck directly to each individual department.

PARKING ISSUES

Parking is extremely tight at UCI. Vendors are encouraged to get a vendor parking permit from our UCI Parking Office. There is a fee for the permit.

CAMPUS, LAB AND MEDICAL CENTER LOCATIONS

There are numerous delivery points at the Campus. Vendors deliver directly to the departments and do not go through Central Receiving. For UCI Medical Center deliveries we tell the vendors to deliver directly to the departments there. If they ask for a street address for deliveries at the Medical Center we give them: UCI Medical Center, 101 the City Drive, Orange, CA 92668.

UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) – LOCATION PROFILE

CURRENT PROGRAM INFRASTRUCTURE

Printer and MFD purchases are handled by each department at UCLA. Purchases are made by referencing the UCOP system-wide contract # on the requisition. Purchases of printers and MFDs from suppliers who are not on the system-wide agreement must be approved by the campus Purchasing Office. The supplier and the UCLA department must then coordinate schedules for delivery, setup, and installation.

ORDERING PROCESS

All UCLA purchases are assigned a 10-digit number, which may be issued in the following manners: through UCLA's Bruin-Buy system, as a Low Value Order (LVO), or as a Purchase Order (PO) through the UCLA Purchasing Office. The assigned order number must appear on all packages and invoices.

BILLING

- Supplier must be able to support EDI, as well as provide hard copy invoices if requested by UCLA's Accounting Office.
- Invoices sent via EDI must match the paper copies of the invoices (e.g., invoice number, line items, description, part numbers, etc.).
- All invoices must reference valid PO numbers since UCLA matches all invoices to the PO number.
- All invoices are matched by line number, part number, price, quantity and description. Therefore, it is the supplier's responsibility to ensure that the invoice matches the proper PO number and, if there is a discrepancy, the supplier must contact the department directly to resolve.
- Supplier will provide a representative to come on-site, as needed, to resolve any outstanding invoice issues.

PAYMENT METHODS

Payments are issued through UCLA's Accounts Payable office by check or via Electronic Fund Transfer (EFT).

EQUIPMENT MAINTENANCE

Departments select whichever maintenance plan best fits their organization. It is generally purchased at the time the equipment is purchased.

SUPPLIERS

The current printer and MFD suppliers are HP, Canon, Dell, Xerox, Konica/Minolta, Ricoh, Kyocera, and Samsung.

DELIVERY METHODS

Equipment delivery is coordinated with the supplier to the final department location or to another designated drop point.

PARKING

Parking is limited and suppliers must pay for it. Contact UCLA Parking at 310-825-1805 to make arrangements.

CAMPUS AND MEDICAL CENTER LOCATIONS

Most equipment is located on or near UCLA's main campus in Westwood, CA. 90095. The UCLA Medical Center is also located in Westwood. Most, but not all, other locations are within 20 miles of the UCLA campus.

UNIVERSITY OF CALIFORNIA, RIVERSIDE - LOCATION PROFILE (last updated 2015)

2015 PROGRAM(S) INFRASTRUCTURE

UC Riverside currently has a centralized Copier Program for our campus run by Printing & Reprographics (P&R). Departments are encouraged to use P&R's Copier Program, but they are not required to do so.

ORDER PROCESS

When a department needs to order a copier, they would contact P&R for a copier proposal, which usually includes two or three models to choose from. The recommended models are based on the requirements and needs of the department. Once the copier is chosen by the user, then P&R types a PO to have the copier ordered. P&R pays for the copier upfront so the department only pays a monthly bill based on a five-year rental through P&R.

After P&R types the PO for a new copier, our UCR Purchasing dept. will review it for correctness and proper contract language. Purchasing will then send the finished PO to the vendor to order the new copier or printer. Delivery is then supposed to be within two weeks from the time the vendor receives the PO.

BILLING

When a new copier is ordered, the vendor sends the bill directly to P&R, and P&R pays for it out of their account. P&R will then take a monthly meter read of their customer's rented copier and bill them on a

sliding scale depending on the number of copies made. The billing is done automatically through P&R's online copier billing system, and the charges are billed to our customer at the end of the month.

PAYMENT METHODS

After the vendor sends the invoices to P&R, P&R staff review them for correctness and then forward them to UCR's Accounting dept., which will then mail the vendor a check.

EQUIPMENT MAINTENANCE

P&R always purchases a maintenance contract for all our copiers and printers. At this time, our contract includes supplies, maintenance and repairs charged at just a fixed click rate per copier model.

SUPPLIERS

P&R uses Ricoh as our primary vendor. We have also done business with Canon and Xerox.

CONTRACT EXPIRATIONS

For the past few years, UCR P&R has used the UCOP Strategic Sourcing agreement for pricing. This contract is up for renewal, and once it is approved, P&R will continue to use it.

EQUIPMENT ACQUISITION METHODS

In the past UCR P&R has purchased copiers, but starting this year 2015 we are now leasing copiers and printers.

DELIVERY METHODS

When it comes time to deliver a new copier for P&R's customers, the vendor will contact P&R with a one-day advance warning and to verify the model and its delivery location. When the copier is actually delivered, the driver will call P&R again and ask for exact directions to the campus building.

PARKING

Our UCR Transportation and Parking Services (TAPS) charges \$600 annually for a vendor parking permit for their delivery truck. This permit allows the vendor to park in reserved delivery spaces.

**UNIVERSITY OF CALIFORNIA OFFICE OF THE PRESIDENT (Not
Updated, will provide later)**

UNIVERSITY OF CALIFORNIA, SAN DIEGO - LOCATION PROFILE

CURRENT PROGRAM INFRASTRUCTURE

UC San Diego operates a unique program for monochrome and color multifunctional systems. Imprints, a campus reprographics department operates a self-managed Copier/MFD Fleet Management. In addition to conducting needs-analysis for departments, processing purchase order requests for both monochrome and color multifunctional requests, Imprints provides all service functions, including break-fix, software and firmware updates, card control access, and supplies delivery coordination. The technical group installs services and maintains the copier/MFD population, which totals about 400 machines through a help/dispatch desk and its own university staff manufacturer-certified trained technicians. Imprints currently provides 100% recycled Treezero paper for all monochrome machines.

ORDERING PROCESS

Monochrome and color multifunctional requests are submitted directly through Imprints. A needs analysis is conducted by Imprints staff with the requesting department to define requirements and identify correct equipment model and configuration. Purchase or lease requests are then submitted through Central Procurement for Purchase or Lease processing. While most units are outright purchases, some color multifunctional systems have been acquired on a cost/copy lease.

All other equipment buying activity is processed through Central Procurement, with standard printers and facsimile equipment processed through the campus SYQUEST-based online buying portal –MarketPlace - linking customers to authorized vendor sites.

BILLING

Within 30 days after vendor receives monthly meter usage from Imprints, vender must provide accurate monthly billing on a summary invoice that includes for each machine, make, model, serial number, starting meter, ending meter, service copies credit, total copies to be charged, rate per copy, net service charge for copier, tax as a separate line item and the total. No estimated meter counts will be paid. Vendors currently submit their invoices electronically through Transcepta and are normally paid within 30 days.

PAYMENT METHODS

Payments to vendors are according to terms of purchase orders, net 30 is standard and made through direct deposit and/or bank checks.

EQUIPMENT MAINTENANCE

As stated above, all service functions are handled through Imprints help desk personnel and Imprints' technical staff. Laser printer service is an optional benefit offered to campus departments on a time and material basis or maintenance agreement.

SUPPLIERS

UC San Diego's contract includes an addendum with special conditions for receiving certified training on monochrome and color MFD models, with a provision to order and stock supplies and repair parts and receive analyst support, as needed.

DELIVERY METHODS

Equipment delivery is coordinated by Imprints to one central location although, the final location is determined by Imprints and may occasionally vary. Imprints requires equipment to be delivered Monday – Friday between the hours of 8:00 am and 12:00 noon with a 30-minute pre-call to a designated Imprints employee.

PARKING

Parking on campus is very limited and vendors are required to obtain parking permits on the UCSD campus. Pay stations are located in most campus parking lots. Rates vary based on location. Parking is not provided by Imprints, nor does Imprints reimburse vendors for their parking costs.

UNIVERSITY OF CALIFORNIA, Santa Barbara

The Santa Barbara campus is located in Goleta, CA. We have 23,051 students, and employ over 6,000 faculty and staff. We have a current inventory of 185 copiers valued at or over \$5,000, and countless lower-value multi-function devices and printers. Over the last two calendar years, we have submitted 867 orders (517 of those are for monthly maintenance services), and processed 14,476 invoices.

CURRENT PROGRAM INFRASTRUCTURE

UCSB does business with the following copier (MFD) manufacturers: Canon, Xerox, and Ricoh, and has occasional purchasing through local resellers X-Tech Laser Printing, Docuproducts, and Advanced Office Automation. UCSB does not have any of its own local campus contracts.

DELIVERY METHODS

All campus points of delivery are based on the building name and room number for location of the equipment. The Santa Barbara campus has no laboratory or medical center facilities.

ORDERING PROCESS

UCSB campus departments submit purchase requisitions for copiers, printers, leases, and related maintenance through our eProcurement system, Jaggaer. Purchase orders are emailed, faxed, or sent via CXML to the method identified by the vendor. Alternatively, campus departments can use their Flexcard (P-Card) for purchases under the Inventorial Equipment value of \$5,000.00. A vendor blanket purchase order is usually issued to a vendor for the equipment maintenance for a total amount not-to-exceed the estimated cost of the maintenance expenditures for that period of time.

BILLING

Accounts Payable requires that the vendor submit an invoice with the PO # to invoicesONLY@bfs.ucsb.edu, unless the vendor is CXML enabled in Jaggaer.

UCSB requires a single account representative for the awarded program. UCSB is a decentralized campus; as such, Procurement Services relies on the account representative to be aware of the campus department locations and needs. Procurement is available to assist with order, invoicing, and campus conflicts, but does not have a dedicated Strategic Source position for our agreement vendors.

Our campus values good customer service above all other qualities in this category.

UC SANTA CRUZ CAMPUS PROFILE

UCSC Copier Program – January 1, 2020

The UCSC Copier Program supports the campus community by providing high quality, self-serve multifunctional devices (MFDs) on a cost-per-page output basis. We offer an economic alternative for a campus unit or location to purchasing and managing their own equipment, device management, and cost accounting. Our program manages these MFDs for campus users, including lease and maintenance payment, provision of all toner and supplies (including paper), user access control and account management, first-tier maintenance, and monthly recharge billing services. We work closely with the campus community to determine the best MFD for their needs and location, with considerations for expected print and copy volume, required MFD features, space and power requirements, and access

control needs. The Copier Program has the flexibility to upgrade, downgrade, or move MFDs should circumstances change for a campus unit.

CURRENT PROGRAM INFRASTRUCTURE

The Copier Program currently has 194 copiers and MFDs in administrative, academic, and public areas, which represent roughly 85% of the copiers and MFDs on campus; the average age of our fleet is less than 4.25 years. 83 of these devices are located in academic and administrative departments, and are charged based on monthly meter usage; of these, 15 are non-networked copiers, and 68 are networked MFDs. The remaining 111 MFDs have their access controlled and accounts managed through Pharos Uniprint. 169 of our MFDs produce color output.

The Copier Program currently operates under UCOP contracts with Ricoh and Xerox, and a WSCA-NASPO contract with Canon, for supplying MFDs and associated products and services. The UCOP contracts expire February 28, 2021. We have 164 Ricoh, 9 Lanier (Rico), and 21 Canon copiers and MFDs supported by this contract. 71 of our machines are currently under lease, and the remainder are owned by the Copier Program.

By contract, our vendor technicians report to and work closely with Copier Program staff for optimum prioritized service and response time. The Copier Program provides our customers with next day delivery of toner/supplies and paper from Copier Program storage. All copier/MFD maintenance is billed on a per-click basis; vendors use meters provided by Copier Program by the fifth business day of the month. Each vendor provides summary maintenance and lease invoices monthly.

The Copier Program uses Pharos Uniprint and FileMaker Pro to provide access control, account management, and monthly billing services to campus customers. Users are loaded into Pharos every summer, and as needed through the year; they can be associated with campus funding accounts at any time. The Copier Program billing is generated monthly based on meter and Pharos data, which is uploaded directly into the campus financial information system. All Pharos and meter data uploaded is reconciled to the meter readings from each copier/MFD at the time data is collected to ensure its reliability. Monthly billing reports are generated from this data through FileMaker Pro; they are distributed as PDFs after the upload has cleared.

The UCSC Copier Program is a Distributed Office of Record, and handles our own accounts payable and receivable.

Copier Program Staff

Bill Kasper, Copier Program Manager (primary contact: 831-459-5273; dragon01@ucsc.edu): program development, contracts, financial and administrative management; purchase orders, billing, cash management, accounts payable, database and copier access management, technical support

Lucie Kemp, Copier Program Assistant: customer service, database and copier access management, service/supplies dispatch, and technical support

Serena Berns, Copier Program Assistant: customer service, database and copier access management, service/supplies dispatch, and technical support

The Copier Program is part of UCSC's Business and Administrative Services (BAS), and reports to Robert Kemp, Director of Copy, Mail, and Receiving Services.

Deliveries

All deliveries of copiers for UCSC Copier Program must be coordinated with Copier Program staff.

Parking:

All vendors must purchase a temporary parking permit at the Parking Office prior to reporting to the equipment delivery or repair site. Information regarding daily, weekly, and monthly parking rates may be obtained from Transportation & Parking Services at <https://taps.ucsc.edu/parking/visitor-parking.html> or (831) 459-4543.

Guideline sequence number	
Guideline number	5e690bf36ce5cf1174730f06
Guideline name	Pre-Proposal Conference Call (non-mandatory)
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p><u>Pre-Proposal Conference Call Schedule:</u></p> <p>Date: Monday, April 27, 2020</p> <p>Time: 1pm - 3pm (PDT)</p> <p>Where: Via a Conference Call/Log-in Information below:</p> <p>Join Zoom Meeting</p> <p>https://UCOP.zoom.us/j/720555518</p> <p>Meeting ID: 720 555 518</p> <p>One tap mobile</p> <p>+16692192599,,720555518# US (San Jose)</p> <p>+16699006833,,720555518# US (San Jose)</p>

Dial by your location

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 720 928 9299 US (Denver)

+1 971 247 1195 US (Portland)

+1 346 248 7799 US (Houston)

+1 602 753 0140 US (Phoenix)

+1 651 372 8299 US

+1 786 635 1003 US (Miami)

+1 253 215 8782 US

+1 301 715 8592 US

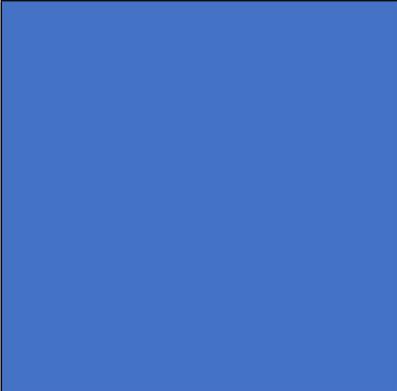
+1 312 626 6799 US (Chicago)

+1 470 250 9358 US (Atlanta)

+1 470 381 2552 US (Atlanta)

+1 646 518 9805 US (New York)

+1 646 876 9923 US (New York)

	<p>*4 (from UCOP office phone)</p>
	<p>Meeting ID: 720 555 518</p>
	<p>Find your local number: https://UCOP.zoom.us/j/9123456789</p>

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b4
Guideline name	Agreement - Purchasing
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>Proposers must accept, and Proposals must comply with the requirements of the attached University of California Agreement Purchasing. Please acknowledge that you have read, understand and accept the attached Agreement Purchasing. UC reserves the right to update the Agreement at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer’s understanding and acceptance of the University of California Agreement Purchasing unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Agreement Purchasing, then Proposer must attach to their proposal a document labelled “Exceptions UC Agreement Purchasing” that states which specific section of the Agreement is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal.</p>



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

1. Statement of Work

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

2. Term of Agreement/Termination

a)

The 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 **3 (three)** successive **1 (one)** -year periods (each, a Renewal Term), by providing Supplier with at least **15** calendar days’ written notice before the end of the Initial Term or any Renewal Term.

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

3. Purchase Order; Advance Payments

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

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

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

All invoices must clearly indicate the following information:

- a. California state and local sales tax as a separate line item (if applicable), including the rate employed.
- b. Purchase Order or Release Number and the Agreement Number
- c. Description and Quantity, of the Products and Support ordered
- d. Net Cost of each item
- e. Any applicable discount(s)
- f. Reference to original order and invoice number for all credit invoices issued
- g. Original order and invoice number for all credit invoices issued

- h. On invoices for impressions or overage: for each device, (1) the number of impressions and the impression rate, (2) the number of overage impressions and the impression overage rate, and (3) the taxable amount of these impressions or overage. Tax is NOT to be included for labor or technical service charges.
 - i. Start and end meter counts for each device.
1. Maintenance charges must be invoiced on separate invoices from lease or purchase charges.
 2. If a UC Location has an MFD/Printer Fleet management program, individual device maintenance invoices and individual device lease invoices must be consolidated into separate summary invoices.
 3. Invoices shall NOT contain line items for training, delivery, or other charges not expressly detailed in this RFP.
 4. Supplier will provide a designated contact for billing/invoicing questions and issues. This contact must be available 8-5 PST/PDT, Monday-Friday.
 5. Invoices will be submitted directly to the UC Locations' Accounting Departments unless:
 - a. The MFD/Printer Fleet management program at the UC Location requests invoices from Bidder be sent directly to the program, or
 - b. The Supplier is notified otherwise by Amendment to the Agreement.
 6. Usage billing and Meter Reading:
 - a. Meter readings may not be estimated for use in invoicing, unless approved by the end user
 - b. Service meters may not be used for invoicing, unless approved by the end user
 - c. If meters are supplied monthly by MFD/Printer Fleet management programs, these meters must be the basis for maintenance invoicing.

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.

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.

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

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

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

Name	Monte Ratzlaff
Phone	51-987-0858
Email	Monte.ratzlaff@ucop.edu

Address	1111 Franklin Street
	Oakland, CA 94607

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	Michael Wegmann	
Phone	510-987-0428	
Email	Michael.wegmann@ucop.edu	
Address	260 Cousteau Place Suite 150	
	Davis, CA 95618	

To Supplier:

Name	
Phone	
Email	
Address	

6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

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

7. Patient Protection and Affordable Care Act (PPACA)

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

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

8. Prevailing Wages

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

9. Fair Wage/Fair Work

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

10. Federally Funded Contracts, Grants, and Cooperative Agreements

[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 – **[insert Supplier name]**.

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

TBD

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. 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. **[insert Purchase Agreement Title/#]**

- b. [insert Prime Contract #]
- c. [UC Terms and Conditions of Purchase or Contract Addendum - UC Required Terms]
- d. [UC Appendix – Data Security]
- e. [UC Appendix - Business Associate (HIPAA)]
- f. [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.]

16. Entire Agreement

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b7
Guideline name	Appendix - Business Associate Agreement
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>Proposers must accept, and Proposals must comply with the requirements of the attached University of California Appendix-Business Associate Agreement dated 8/1/19. Please acknowledge that you have read, understand and accept the attached UC Appendix-Business Associate Agreement. UC reserves the right to update the UC Appendix Business Associate Agreement at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer’s understanding and acceptance of the University of California Appendix-Business Associate Agreement unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Appendix-Business Associate Agreement, then Proposer must attach to their proposal a document labelled “Exceptions Appendix-BAA” that states which specific section of the University of California Appendix-Business Associate Agreement is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal.</p>



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

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

1. DEFINITIONS

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

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

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

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

4. TERM AND TERMINATION

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

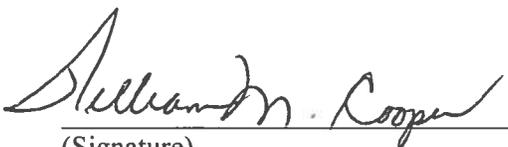
To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart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

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

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

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

BUSINESS ASSOCIATE



(Signature)

(Supplier Name)

WILLIAM M. COOPER

(Printed Name, Title)

(Signature)

AVP + CPO

(Printed Name, Title)

(Printed Name, Title)

8/2/19

(Date)

(Date)

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b6
Guideline name	Appendix - Data Security
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>Proposers must accept, and Proposals must comply with the requirements of the attached University of California Appendix Data Security dated 8/12/19. Please acknowledge that you have read, understand and accept the attached UC Appendix Data Security. UC reserves the right to update the UC Appendix at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer’s understanding and acceptance of the University of California Appendix Data Security unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Appendix Data Security, then Proposer must attach to their proposal a document labelled “Exceptions Appendix DS” that states which specific section of the University of California Appendix Data Security is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal.</p>



ARTICLE 1. PURPOSE AND INTRODUCTION

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

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

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

ARTICLE 2. DEFINED TERMS

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

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

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

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

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

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

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

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

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

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

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

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

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

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

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

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

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

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

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

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

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

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

ARTICLE 10. ILLICIT CODE WARRANTY

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

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

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

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



Exhibit 1 – Institutional Information

1. Protection Level Classification¹:

- Protection Level 1
- Protection Level 2
- Protection Level 3
- Protection Level 4

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

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

2. Institutional Information data element descriptors:

Select all data types that apply:

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

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

- P. Other: _____
- Q. Other: _____
- R. Other: _____
- S. Other: _____

3. Institutional Information Regulation or Contract Requirements:

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

Privacy (* indicates data security requirements are also present)

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

Data Security

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

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b8
Guideline name	Appendix - Electronic Commerce
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>Proposers must accept, and Proposals must comply with the requirements of the attached University of California Appendix-Electronic Commerce dated 7/19/19. Please acknowledge that you have read, understand and accept the attached UC Appendix-Electronic Commerce. UC reserves the right to update the UC Appendix at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer's understanding and acceptance of the University of California Appendix-Electronic Commerce unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Appendix-Electronic Commerce, then Proposer must attach to their proposal a document labelled "Exceptions Appendix eCommerce" that states which specific section of the University of California Appendix-Electronic Commerce is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal</p>



Appendix- Electronic Commerce

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

SECTION 1 - GENERAL TERMS

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

SECTION 2 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – RIGHT TO USE

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

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

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

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

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

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

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

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

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

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

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

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

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

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

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

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

(c) License.

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

(d) Accessibility Requirements.

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

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

SECTION 5 – USER SUPPORT

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

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

SECTION 6 – PROPRIETARY RIGHTS

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 – MULTIPLE SUPPLIERS

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

SECTION 8 – WARRANTY DISCLAIMER

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

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

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

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

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

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

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

Annual Number of Catalogs: Supplier is allowed to submit no more than [**number**] catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: [**insert number of times Supplier can change its content; quarterly or biannually would be recommended**]
- Price Changes: [**insert number of times Supplier can change its price; once per year would be recommended**]

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **[insert number, 10 is the minimum]** working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**

Instructions

1. This template can be used to download and update the guidelines in an event.
2. This template does not support the creation or deletion of guidelines.
3. The guideline name is limited to 100 characters.
4. This template will work for updating guidelines only in the event from which it is downloaded.
5. Only the “Guideline name” and “Guideline content” are open for editing.

Guideline sequence number	
Guideline number	5e948dbe111e832fc0475530
Guideline name	Appendix - GDPR
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>Proposers must accept, and Proposals must comply with the requirements of the attached University of California Appendix General Data Protection Regulation dated August 21, 2019. Please acknowledge that you have read, understand and accept the attached UC Appendix General Data Protection Regulation. UC reserves the right to update the UC Appendix at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer’s understanding and acceptance of the University of California Appendix General Data Protection Regulation unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Appendix General Data Protection Regulation, then Proposer must attach to their proposal a document labelled “Exceptions Appendix GDPR” that states which specific section of the University of California Appendix General Data Protection Regulation is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal.</p>

Appendix - General Data Protection Regulation

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated _____, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation (“Appendix GDPR”), UC is the data controller (and shall hereinafter be referred to as the “Controller”), and Supplier is the data processor (and shall hereinafter be referred to as the “Processor”). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

A. Definitions

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the Agreement. The following terms shall have the meanings set forth herein:

1. **“Data”** means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, “Data” as used herein shall also be considered UC Institutional Information as defined in Appendix DS.
2. **“Data Subjects’ Rights”** means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);
3. **“EEA”** means European Economic Area;
4. **“EU”** means the European Union;
5. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
6. **“data subject,” “personal data,” “personal data breach,” “process/processing,” “pseudonymisation,”** and **“supervisory authority,”** shall each have the meaning as in the GDPR;
7. **“Subprocessor”** means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

B. Scope of Processing Data

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.

2. To the extent any additional information is required to be included in Addendum A pursuant to the GDPR or any other applicable EU member state, or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

C. Subprocessors

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States or EEA must be specifically authorized in writing prior to such processing by Controller.
2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.
3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.
4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. Obligations of the Processor

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:
 - a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or member state law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or member state law;
 - b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

- c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.
2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, GDPR), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.
3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by GDPR.
4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.
5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

Name	
Phone	
Email	
Address	

6. Processor will fully cooperate with Controller’s investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier’s reporting of the personal data breach at no cost to Controller.
7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.
8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.
9. This section is only applicable if Processor’s Services include the collection of personal data directly from data subjects:

In the event Processor’s Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the EEA; (2) Processor’s or such EEA-based Subprocessor’s Services include the transfer of personal data from the EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

Unless the parties otherwise agree on another transfer mechanism that satisfies GDPR requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.
12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery

or destruction has been completed. In the event EU, EU member state, or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

E. Data Subjects' Rights

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.
2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.
3. Unless otherwise required by applicable EU, EU member state, or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.
4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. Accountability

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this Appendix GDPR.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU member state, or EEA state data protection laws or regulations.

Addendum A: Scope of Processing Data

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein. [IF THE DATA WILL BE PROCESSED BY THE PROCESSOR FOR PURPOSES OF PROVIDING SERVICES BEYOND THE DURATION OF THE TERM OF THE AGREEMENT, DESCRIBE THAT HERE.]
2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes: [e.g., administration of payroll to employees; quality improvement of laboratory testing]
3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the following: [BUYER TO IDENTIFY TYPES OF DATA, E.G., NAME, TITLE, CONTACT INFORMATION, BIRTHDATE, AGE, IDENTIFICATION NUMBERS, ACADEMIC RECORDS, FINANCIAL DATA,] [Insert, if applicable: the Data also includes the following sensitive data – [choose as appropriate]: racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, data concerning sex life or sexual orientation, or data relating to criminal convictions or offenses] If the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.
4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects: [E.G., PATIENTS, STUDENTS, DONORS, EMPLOYEES, SUPPLIERS, CONSULTANTS.]
5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: [insert "None" or the name and contact information of each Subprocessor, and a description of the type of processing activities the Subprocessor will conduct.]
6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: [insert "None" or information relating to the country, recipient, and details regarding how the transfer will be in compliance with GDPR. Consult OGC for guidance if the Processor requires inclusion of this Section.]

Addendum B: Standard Contractual Clauses

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

[SUPPLIER](name)

[ENTER ADDRESS](address and country of establishment)

hereinafter “data exporter”

and

The Regents of the University of California, on behalf of its _____ location....(name)

[ENTER ADDRESS](address and country of establishment)

hereinafter “data importer”

each a “party”; together “the parties”.

Definitions

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;
- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

- h) It will process the personal data, at its option, in accordance with:
 - i. the data protection laws of the country in which the data exporter is established, or
 - ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A

Initials of data importer: [COMPLETE]

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a)
 - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
 - or
 - b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:
See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)

The transfer is made for the following purposes:
See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data

The personal data transferred concern the following categories of data:
See Addendum A: Scope of Processing Data, Section 3.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients: [TO BE COMPLETED BY BUYER]

.....
.....
.....
.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:
See Addendum A: Scope of Processing Data, Section 3. ...

Data protection registration information of data exporter (where applicable)

[TO BE COMPLETED BY SUPPLIER]

.....
.....
.....
.....

Additional useful information (storage limits and other relevant information)

The data will be protected as set forth in the Agreement. [ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]

.....
.....
.....
.....

Contact points for data protection enquiries

Data importer

[ADD PRIVACY OFFICER CONTACT]

.....
.....
.....

Data exporter

[TO BE COMPLETED BY SUPPLIER]

.....
.....
.....

Guideline sequence number	
Guideline number	5e38739e83916a13e86379ba
Guideline name	National Defense Authorization Act Section 889.
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	Where applicable, Proposer warrants that it complies with the requirements in National Defense Authorization Act (NDAA) Section 889. Consistent with NDAA Section 889, these requirements do not permit UC to contract with entities in violation of Federal cyber security laws. Please acknowledge that you have read, understand and accept compliance to this requirement

Guideline sequence number	
Guideline number	5e600ef2c031f523ec571b4e
Guideline name	OMNIA Partnership
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>The University of California has partnered with OMNIA Partners, Public Sector, to be their marketing partner for their national cooperative contracts which will be available for other public agencies, including state and local governments, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit, to utilize on a national basis. Proposers are encouraged to partner with OMNIA Partners for a national contract. Please acknowledge your acceptance of a national contract and partnership with OMNIA Partners and complete the required questionnaire in this RFP. If a Proposer is unwilling to participate on a national level, or is not a national supplier, then Proposer must attach to their response a document labelled “Reasons for Declining OMNIA Partners Partnership” and include specific reasons or issues for declining a national contract or partnership. The Reasons for Declining OMNIA Partners Partnership document must be attached under Supplier Attachments in the CalUSource portal.</p>

Required Historical UC Sales Data Report NOTE: ATTACH REPORT FORMAT AND DELETE THIS NOTE

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b9
Guideline name	Required Historical UC Sales Data Report NOTE: ATTACH REPORT FORMAT AND DELETE THIS NOTE
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	If you have sold products or services within the context of this RFP to the University of California in the last 2 UC Fiscal years, (July 1 - June 30), you must provide spend data in the spreadsheet attached. If you did not sell products or services within the context of this RFP to the University of California in the last 2 UC Fiscal years, please complete the attached spreadsheet with N/A in the required fields

Supplier name here:

--

Instructions:

(A). Enter your company name in the yellow cell above.

(B). If you have done business with UC in the last 2 Fiscal Years FY 2018 (July 1, 2017 –June 30, 2018) and FY 2019 (July 1, 2018 –June 30, 2019), populate each tab with UC Historical

(C). Tabs

*FY'18 MFDs

*FY'18 Laser Printers

*FY'19 MFDs

*FY'19 Laser Printers

Note: Please Do Not change any of the existing row and column headers.

Multifunction Devices	Monochrome		
	Purchases	Leases	Services
UCB			
UCD			
UCI			
UCLA			
UCM			
UCR			
UCSB			
UCSC			
UCSD			
UCSF			
UCOP			
LBNL			
UCIMC			
UCDMC			
UCLAMC			
UCSDMC			
UCSFMC			
UC Hastings			

Multifunction Devices	Monochrome		
	Purchases	Leases	Services
UCB			
UCD			
UCI			
UCLA			
UCM			
UCR			
UCSB			
UCSC			
UCSD			
UCSF			
UCOP			
LBNL			
UCIMC			
UCDMC			
UCLAMC			
UCSDMC			
UCSFMC			
UC Hastings			

UC FY 2018 Historica

July 1, 20

Laser Printers	Monochrome		
	Purchases	Services	Other (accessories, parts, supplies, etc.)
UCB			
UCD			
UCI			
UCLA			
UCM			
UCR			
UCSB			
UCSC			
UCSD			
UCSF			
UCOP			
LBNL			
UCIMC			
UCDMC			
UCLAMC			
UCSDMC			
UCSFMC			
UC Hastings			

UC FY 2019 Historical

July 1, 2018

Laser Printers	Monochrome		
	Purchases	Services	Other (accessories, parts, supplies, etc.)
UCB			
UCD			
UCI			
UCLA			
UCM			
UCR			
UCSB			
UCSC			
UCSD			
UCSF			
UCOP			
LBNL			
UCIMC			
UCDMC			
UCLAMC			
UCSDMC			
UCSFMC			
UC Hastings			

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b1
Guideline name	Supplier Bid Response Resources
Guideline type	General Guidelines
Acknowledgment from Supplier	Not necessary
Guideline content	Please cut and paste the below website to your local browser: http://calusource.net/supplier-resources/

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b3
Guideline name	Sustainability Requirement
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	Supplier(s) awarded a system-wide agreement as a result of this RFP will be required to register and participate in an assessment of their sustainability practices and procedures through the Ecovadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: https://www.ecovadis.com/us/supplier-solutions-2/ . Please acknowledge that you have read, understand and accept compliance to this requirement.

Guideline sequence number	
Guideline number	5e8f4f6454ce4a28acc874b9
Guideline name	Terms and Conditions of Equipment Lease
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>RFP Proposers must accept, and Proposals must comply with the requirements of the attached University of California Terms and Conditions of Equipment Lease dated 12/15/1994. Please acknowledge that you have read, understand and accept the attached UC Terms and Conditions of Equipment Lease. UC reserves the right to update the UC Terms and Conditions of Equipment Lease at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer’s understanding and acceptance of the University of California Terms and Conditions of Equipment Lease unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Terms and Conditions of Equipment Lease, then Proposer must attach to their proposal a document labelled “Exceptions UC Terms and Conditions of Equipment Lease” that states which specific section of the University of California Terms and Conditions of Equipment Lease is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal.</p>



UNIVERSITY OF CALIFORNIA

TERMS AND CONDITIONS OF EQUIPMENT LEASE

ARTICLE 1 - GENERAL. For the purpose of these terms and conditions, the terms "University", "Lessor" and "Order" shall hereinafter be defined as follows:

- A. University: The Regents of the University of California.
- B. Lessor: The grantor of the use of personal property by lease.
- C. Order: A straight lease or rental agreement, with or without option to purchase, as indicated on the purchase order.

The equipment, supplies and services covered by this order shall be furnished by Lessor subject to all the terms and conditions set forth in this order including the following, which Lessor, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies or the performance of all or any portion of the services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the equipment, supplies and 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 this order.

ARTICLE 2 - INSPECTION. The equipment, supplies and services furnished shall be exactly as specified in this order, free from all defects in manufacturer's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and testing by University at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, University may reject them, require Lessor to correct them without charge, or require delivery of such equipment, supplies, or services at a reduction in price which is equitable under the circumstances. If Lessor is unable or refuses to correct such items within a time deemed reasonable to University, University may terminate the order in whole or in part. Lessor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Lessor may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Lessor in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment Lessor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - TERMS OF USE. Except as otherwise provided on the face of this order, the specified rental payments shall entitle University to unlimited use and operation of said equipment at any time and any place and for any period of time at the convenience of University (exclusive of the time required for preventive and remedial maintenance) and shall not be restricted to consecutive hours, length of personnel shifts, or any other restrictions.

ARTICLE 4 - CHANGES. No change to the lease shall be allowed without written approval of University. Any claim of Lessor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt notification of such change unless University waives this condition in writing. Nothing in the Article shall excuse Lessor from proceeding with performance of the order as changed hereunder.

ARTICLE 5 - TERMINATION. University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of said equipment or supplies or perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

ARTICLE 6 - TITLE. Lessor covenants that it is the sole owner of said property, and that no other person, party, firm or corporation has any right, title, interest in or to same and that during the term of this lease said Lessor will not sell or encumber said property, or any interest therein, except subject to the rights given University by virtue of the lease. Title to said property, including any accessories and devices furnished by Lessor except those subsequently purchased by University, vests in Lessor, and said property may be removed by Lessor at or after termination of this Agreement unless purchased by University pursuant to its Purchase Option, if any.

ARTICLE 7 - PAYMENT. Unless otherwise provided for in this order, lease charges shall be invoiced in arrears and shall be payable thirty (30) days after the end of the period for which the charges accrue or thirty (30) days after University's receipt of invoice whichever is later.

ARTICLE 8 - TAXES. Lessor alone shall pay any license fees, assessments, sales, use and other taxes lawfully imposed during the term hereof upon the equipment, supplies or services furnished pursuant to this order.

ARTICLE 9 - PROPERTY TAX EXEMPTION. Lessor agrees to cooperate with University and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the property leased hereunder pursuant to Article 13, section 3 of the California Constitution. Lessor agrees to apply the amount of any reduction of tax resulting from such exemption as a credit against rental payments otherwise due by University to Lessor hereunder.

ARTICLE 10 - WARRANTY. Lessor warrants that said equipment, including accessories, will be in good operating condition when installed and that any subsequent defects in design, materials or workmanship during the term of this Lease will be corrected by Lessor at its sole expense. Lessor will inform University of the terms and conditions of



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any manufacturer's warranty in effect on the commencement date of this lease. In the event of defect in design, material, or workmanship during the term of the lease, the Lessor will assert any Manufacturer's Warranty in effect between Lessor and the Manufacturer at the time the defect becomes apparent.

ARTICLE 11 - PROPRIETARY RIGHTS INDEMNITY. Lessor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Lessor as soon as practicable of the suit or action alleging such infringement. Lessor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

ARTICLE 12 - TRANSPORTATION AND INSTALLATION. Unless otherwise provided for in this order, Lessor will be responsible for all transportation and handling costs related to the shipment to and from University of the leased equipment. Should the equipment require specialized installation, Lessor will provide the required technical assistance at no charge.

ARTICLE 13 - ASSIGNMENT. This order is not assignable by Lessor, except as to any payment due hereunder, without the written approval of University.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Lessor shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Lessor agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Lessor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925(f)), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Lessor shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Lessor shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Lessor shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - SERVICE AND MAINTENANCE. In the event this order includes service and maintenance of said equipment, Lessor will provide such service and maintenance required to keep said equipment in good working condition throughout the term of lease. The service and maintenance will consist of not less than: (1) periodic cleaning, and adjustments in the mechanisms and replacing unserviceable parts, and

(2) emergency repair service, including replacement of unserviceable parts. In order to perform maintenance service hereunder Lessor shall have reasonable access to the leased equipment to the extent practical in consonance with operational requirements. Lessor agrees that its failure to provide service and maintenance to keep the equipment in good operating condition shall result on a credit of 1/30th of the monthly lease payments for every twenty-four (24) hour period or portion thereof following the first twenty-four (24) hours after notification to Lessor that the equipment is inoperative.

ARTICLE 16 - ALTERATIONS. University or its authorized agents may make alterations or install attachments to the equipment and the Lessor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis. Such alterations or attachments which are not the property of Lessor shall be removed immediately after discontinuation of lease (unless University elects to exercise its Purchase Option) and the equipment restored to the prior configuration (ordinary wear and tear only excluded) at University's expense. Lessor shall inform University of any provisions in the manufacturer's warranty which may cause the warranty to be affected by any such alterations or attachments.

ARTICLE 17 - RISK OF LOSS. During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents.

ARTICLE 18 - OPTION TO PURCHASE. University is hereby given the option (provided University is not in default in the performance of any of its obligations hereunder) to purchase any or all of said property at the times and for the amounts set forth in this order. As of the date of exercise of the option, University's Standard Terms and Conditions of Purchase shall be substituted for the terms and conditions applicable to this lease. Said terms and conditions of purchase shall be those in effect as of the date the property was installed, provided that the period of manufacturer's warranty set forth therein shall be deemed to have commenced as of the date the Lease Terms commenced, and University shall be entitled to the remaining portion, if any, of said warranty period.

University shall exercise such option to purchase said property by notifying Lessor in writing of its intention to do so. Such notice may be delivered to Lessor's office or may be mailed to Lessor at the address specified by Lessor. Such notice shall be given by University to Lessor not less than thirty (30) days before the expiration of the current year of the lease. Lessor shall keep University advised of any change of Lessor's address for the purpose of such notice.

ARTICLE 19 - LESSOR'S LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION. Lessor shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Lessor's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control.



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B. INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance to cover its performance under this order as follows:

1. Comprehensive or Commercial Form General Liability Insurance (Contractual Liability Included)
Minimum Limits:

1. Each Occurrence \$ _____

2. Products/Completed Operations \$ _____

If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

2. Business Auto Liability: (Owned, Scheduled, Non-Owned, or Hired Automobiles) with a combined single limit of no less than \$ _____ per occurrence.
3. Workers' Compensation as required under California State law.

Lessor, upon the execution of this agreement shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Coverages referred to under B 1. and 2. above shall include The Regents of the University of California as an additional insured, but only with respect to the negligent acts or omissions of Seller, its officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control. The Certificates of Insurance shall obligate Lessor's insurers to notify University at least 30 days prior to cancellation of or change in any of said insurance.

ARTICLE 20 - OTHER APPLICABLE LAWS. Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Guideline sequence number	
Guideline number	5e38739e83916a13e86379b5
Guideline name	UC Terms and Conditions of Purchase
Guideline type	General Guidelines
Acknowledgment from Supplier	Before participating in the event
Guideline content	<p>RFP Proposers must accept, and Proposals must comply with the requirements of the attached University of California Terms and Conditions of Purchase dated 2/27/2020. Please acknowledge that you have read, understand and accept the attached UC Terms and Conditions of Purchase. UC reserves the right to update the UC Terms and Conditions at any time before the executed contract.</p> <p>Submission of a Proposal affirms Proposer’s understanding and acceptance of the University of California Terms and Conditions of Purchase unless specific exceptions are proposed and alternative language or provisions are offered. If a Proposer is unwilling to accept any of the University of California Terms and Conditions of Purchase, then Proposer must attach to their proposal a document labelled “Exceptions UC Terms and Conditions” that states which specific section of the University of California Terms and Conditions of Purchase is an issue, specify why it is an issue, and propose specific alternative language. The Exceptions document must be attached under Supplier Attachments in the CalUSource portal.</p>



ARTICLE 1 – GENERAL

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

ARTICLE 2 – TERM AND TERMINATION

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

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

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



ARTICLE 4 – INSPECTION.

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

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

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

ARTICLE 6 – WARRANTIES

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

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



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

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

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



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

ARTICLE 8 – INDEMNITY AND LIABILITY

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

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 – INSURANCE

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

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

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

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



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

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

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

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

ARTICLE 11 – FEDERAL FUNDS

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

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



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

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

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

ARTICLE 13 – LIENS

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



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

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

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

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

ARTICLE 16 – COOPERATION

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

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

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

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



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

ARTICLE 18 – CONFLICT OF INTEREST

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

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

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

ARTICLE 19 – AUDIT REQUIREMENTS

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

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

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

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



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

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

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

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

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

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

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

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



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

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

ARTICLE 24 - PREVAILING WAGES

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

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

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

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

ARTICLE 25 – FAIR WAGE/FAIR WORK

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



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

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

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

ARTICLE 26 – MEDICAL DEVICES

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

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

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

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

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



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

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

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

ARTICLE 27 – FORCE MAJEURE

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

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 29 – NO THIRD-PARTY RIGHTS

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

ARTICLE 30 – OTHER APPLICABLE LAWS

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

ARTICLE 31 – NOTICES

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

ARTICLE 32 – SEVERABILITY

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

ARTICLE 33 – WAIVER

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

ARTICLE 34 – AMENDMENTS

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



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

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

ARTICLE 35 – GOVERNING LAW AND VENUE

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

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

ARTICLE 37 – SUPPLIER TERMS

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

ARTICLE 38 – SURVIVAL CLAUSE

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

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

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

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

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



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

Questionnaire Name : *Goods and Services Questionnaire*
Description :

Requirements

Evaluation Type : *Technical*

Section 1. Technological Capability

Description

Proposer's devices must have the technological capability to fulfill specific requirements of the University. Please answer below and attach any additional supporting documentation.

Q1. Do you support the following device technologies?

(Response Type : Matrix Of Check Boxes)

Weight	Mandatory	Supplier Attachments	Evaluation Type
7%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			
Responses Options :			
Row Options			
1. 100baseT or greater Ethernet connectivity			
2. Connectivity to Proposer's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades: a. Windows (requirement is from Windows 10.0 and higher; Proposers to specify versions) b. Macintosh (Proposers to specify versions; requirement is from OSX 10.13 and higher) c. IOS (Proposers to specify versions; requirement is from iOS 11.0 and higher) d. Android (Proposers to specify versions; requirement is from Android OS 8.0 and higher)			
3. Connectivity to Proposer's MFDs and/or Laser Printers by following communications protocols: a. POP, IMAP b. IPv4/IPv6/IPsec c. LDAPv3 or higher d. Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above e. LPR/LPD/IPP f. Bonjour g. SMTP h. SNMP v1 – v3 including authentication protocols i. TCP port 9100 direct printing (bidirectional) j. SSL/TLS 1.3			
4. Printing to Proposer's MFDs and/or Laser Printers using the following printing protocols/output types: a. PostScript Level 3 b. PCL 6e c. PDF			
5. Effective and successful installation and set-up of Proposer's MFDs and/or Laser Printers on University networks			
6. Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Proposer's MFDs/Laser Printers on customer computers as requested by the UC Location.			
Column Options			
Yes			Score : 5
No			Score : 1

Section 2. Equipment Technical Service and Support

Description

Proposers must provide Technical support to UC Locations

Q2. Describe your customer service support infrastructure, including phone, email, etc. and provide hours of operation. Please describe how you use your customer services support infrastructure to meet or exceed the following: Suppliers must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information: • All relevant customer information, location, phone number(s), contact name, caller name. • A unique repair ticket number • Time of call placement from the customer • The customer's reported equipment malfunction or issue • The equipment id number, model and serial number • The equipment status operational status: operational, substandard, or inoperative • Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem. Suppliers must further log the following information upon call completion: • Service technician's report of actual problem and troubleshooting & repair actions conducted including parts replaced or additional parts required on follow-up calls. • Arrival time, End time, Total Repair time, service copies made, final call status ie: completed.- closed, open, pending, escalated. • Meter readings upon service completion (ie print, scan, color, b/w) • Locations with MFD/Printer Fleet Management programs may require the call completion information be supplied from the vendor's repair technician to designated UC Location customer at the conclusion of the service call.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
9.045%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q3. Supplier must offer manufacturer's current models to UC Locations on a trial basis for thirty-days. UC Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to supplier. Describe your process for offering trial models.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
6.868%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q4. All Proposers' devices must be able to interface with existing third-party access control and management systems at UC locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable),

with the following requirements to achieve reliable and accurate transactions and transactional reporting:

- Embedded software and/or external hardware to enable use of the third-party system; device specific interface cables for external hardware must be provided and installed by Supplier at no cost to UC;
- Network connectivity across a hard-wired and/or a wireless network;
- ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
8.709%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q5. Describe your company's capability to offer trade-ins for the purchased equipment and upgrades for leased equipment, placed at UC by your company and/or your competitors. Please include your company's terms and conditions for offering trade-ins and upgrades.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
3.685%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q6. Describe how your Company will meet or exceed UC's service guarantee commitments and credits for MFDs attached.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
6.03%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

MFD Service Guarantee.docx

Q7. Describe how your Company will meet or exceed UC's service guarantee commitment requirements for Laser Printers attached.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.355%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Service Guarantee commitment for Laser Printers.docx

Q8. Describe how your company will track the service performance, and what type of documentation will be provided to verify your performance for the service categories listed in the above questions 12 and 13.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>1.173%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q9. Proposer must provide appropriate resources to ensure efficient and effective management, administration, and implementation of the MFD and/or Laser Printer contract Monday – Friday, 8:00am-5:00pm (Pacific), including, but not limited to: • Coordinate contract implementation, including designating associated Project Manager • Account management for on-going contract monitoring, maintenance and communication • Account Representative(s) dedicated to UC Locations • To insure customer service satisfaction, Supplier is required to call customer 3 days after equipment installation and training. Customer shall be defined as a designated user for that location. For UC Locations with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs. • On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, provide unlimited training and other customer services as required for the efficient operation of the program. • Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns. • Regular contact and/or meetings (frequency to be determined by each location, though no less than quarterly) between Supplier’s account manager and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to discuss issue resolution, performance activities and all related issues. • Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey’s conducted by supplier. • A designated contact for billing/invoicing questions and issues. Describe how your company will provide each of the above. If Proposer has an existing higher education major account program, please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>9.045%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q10. Proposers must provide the following technical support to UC Locations. Describe how your company will provide each: • Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources, as needed and/or requested. • Onsite equipment electrical and mechanical troubleshooting and repairs. • Dedicated technical support staff with a working knowledge of all aspects of network

functionality across all platforms, including:

- Hardware installation (network cards, cabling, etc)
- LDAP
- Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
- Advice and assistance with user-settable options in display menus and submenus
- Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware
- Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
9.38%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q11. After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The UC Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use. If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide UC with the device's "Useful Life". Describe your company policy and how your company will fulfill this requirement.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
8.71%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Section 3. Repair Parts and Supplies availability

Description

Availability for MFD and Laser Printers

Q12. UC Locations require the same discount for repair parts and supplies for the MFD and Laser Printer models on the awarded contract throughout the agreement and its extensions, or as long as parts and supplies are available for those models, whichever is longer. Define the length of time your company produces or makes available repair parts and supplies available beyond the final year of installation of a device, and acknowledge maintaining the same discount. You will be asked to provide discounted parts pricing in the Price sheets.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
9%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q13. MFD Service and Parts: Describe in detail your company’s capabilities to provide full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options: Note: On all options, 11” x 17” (or larger) pages must count as one original (one click) per side. **Option 1: Cost Per Impression Charge** – Zero Volume Base Provide full service maintenance with supplies, excluding paper. Proposer will invoice respective UC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. You will be asked to provide a cost per impression rate by MFD category, and a composite rate across all categories in the price sheets. These rates apply to purchased and leased MFDs. **Option 2: Monthly Minimum Charge:** Provide full service maintenance with supplies, excluding paper. Proposer will charge UC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate cost per impression charge applied to the overage. You will be asked to provide a cost per copy rate by MFD category, and a composite rate across all categories, for the overage in the price sheets. These rates apply to purchased and leased MFDs. **Option 3 T&M:** Fixed Charge per Occurrence Provide service repairs and maintenance using a Time and Material option. Awarded Proposer would charge UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties. *You will be asked to provide a price list of common parts and customer replaceable units.*

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
6%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Section 4. Training

Description
Training for all devices, software, etc

Q14. Please describe your company’s capability to provide on-site customer training at no additional cost to UC. Include the following:

- Initial training at the installed device location on all walkup and network features (following installation)
- Follow-up training
- On-going training (existing and new users) In addition, please list your other training capabilities.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>9%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
Attachments :			

Section 5. Reporting

Description

Proposers must regularly provide electronic reports (in Microsoft Excel) to designated UC contacts. Reports shall provide a wide range of information related to the resulting agreement including, but not limited to agreement usage and Supplier performance of the requirements detailed in this RFP. Reports must be provided both at the system-wide level and for each individual locations.

Q15. Quarterly report of population of MFDs and Laser Printers reports including, but not limited to the following data:

- UC Location
- UC department
- UC purchase order number
- Name, phone and email for department placing the purchase order
- Equipment serial number
- Name and Model of product(s) and/or service(s) Purchased
- Quantity purchased
- Price paid, per unit and total
- Method of acquisition (lease, purchase, etc.)
- Sustainable product purchases

Monthly reports:

- Response time
- Repair time

- Uptime
- Total service calls
- Delivery time
- Installation time
- Open leases, remaining terms, etc.

Please indicate your acceptance and describe your quality control procedure you have in place to ensure reports are accurate. If you do not comply with explanation and description
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>1%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
Attachments :			

Q16. Other reports:

- Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.
- Individual equipment service reports that may be requested by UC for monitoring contract compliance and exceptions.
- Annual reports comparing UC contract pricing with Supplier's other pricing available from in the higher education market.
- Other reports as reasonably requested by UC. Supplier must provide reports within five (5) business days.

Please indicate your acceptance.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>1%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
Attachments :			

Service Guarantee Commitments

Description	Commitment
1. Service/Guarantee a) Total uptime (MFDs) b) MFD warranty (parts & labor)	a) 96% (not more than 8 hours of downtime per month based on the total number of working hours per month) b) 90 days - Total customer satisfaction guarantee
2. Response/Repair Time –MFDs a) Response time b) Response times to areas beyond 20 miles from major UC Locations	a) 4 business hours with 1 business hour acknowledging call back from technician or dispatch – starting from time of call placement b) Maximum 8 hours or upon mutually agreed time with field office or location administrators.
3.Delivery/Installation a) Delivery (new equipment) b) Delivery (replacement parts) c) Delivery (supplies) d) Installation	a) 10 business days from vendor receipt of order; delivery between 8am and 12noon (Pacific), with one hour pre-delivery call, unless otherwise arranged b) Within 8 business hours from vendor receipt of order c) Within 2 business days from vendor receipt of order d) Installation upon delivery, unless otherwise arranged
4. Setup	Within 4 business hours of delivery, unless otherwise arranged.
5. Training Initial Customer training and IT support	Unlimited user training on features and functionality at no charge. Initial IT - support no charge.
6. Customer Service a) 800 Number b) Return customer calls	a) At no cost b) Within 1 business hour

The successful Bidder will credit individual UC Locations for availability of individual MFDs (uptime) of less than 100% as follows:

Uptime Percentage	Credit (Off monthly maintenance charge)
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%
90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%

84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance level, accumulated hours of failure downtime for any month will be adjusted to the nearest whole or half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis. If maintenance charges are not part of the charge per impression (based on agreement with individual location), the discount shall be applied against the per-impression rate (black and white, and color impressions).

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

$$\text{Uptime Percentage} = \frac{\text{PPM} - \text{FT}}{\text{PPM}} \times 100$$

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

The successful Bidder will credit individual UC Locations for late delivery of MFDs as follows:

Delivery Schedule (Business Days)	Credit
10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

Credits to be calculated based on the UC Net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis.

Service Guarantee commitment for Laser Printers

Description	Commitment
1. Service/Guarantee a) Total uptime - Laser Printers b) Printer warranty (parts & labor)	a) 96% (not more than 8 hour of downtime per month based on total number of working hours per month) b) Standard 1 year or more
2. Response/Repair Time – Laser Printers Response time	Within 2 business days
4. Delivery/Installation a) Delivery (new equipment) b) Delivery (replacement parts) c) Delivery (supplies) d) Installation (optional)	a) 10 business days b) Within 2 business days c) Within 2 business days d) If requested, within 2 business days of delivery, unless otherwise arranged.
5. Customer Service a) 800 Number b) Return customer calls	a) At no cost b) Within 1 business hour

Service Guarantee commitment for Laser Printers

Description	Commitment
1. Service/Guarantee a) Total uptime - Laser Printers b) Printer warranty (parts & labor)	a) 96% (not more than 8 hour of downtime per month based on total number of working hours per month) b) Standard 1 year or more
2. Response/Repair Time – Laser Printers Response time	Within 2 business days
4. Delivery/Installation a) Delivery (new equipment) b) Delivery (replacement parts) c) Delivery (supplies) d) Installation (optional)	a) 10 business days b) Within 2 business days c) Within 2 business days d) If requested, within 2 business days of delivery, unless otherwise arranged.
5. Customer Service a) 800 Number b) Return customer calls	a) At no cost b) Within 1 business hour

Questionnaire Name : OMNIA Partners Questionnaire

Description :

National Cooperative Contract Questionnaire - PLEASE NOTE: YOU MUST ANSWER ALL QUESTIONS IN THIS QUESTIONNAIRE. IF YOU ANSWER YES TO QUESTION 1: RESPOND TO QUESTIONS 2 THROUGH 5 FULLY AND ANSWER QUESTION 6 "N/A". IF YOU ANSWER NO TO QUESTION 1, RESPOND TO QUESTIONS 2 THROUGH 5 WITH "N/A" AND FULLY RESPOND TO QUESTION 6.

Evaluation Type : Technical

Q1. Are you a National Supplier? Yes/No PLEASE NOTE: YOU MUST ANSWER ALL QUESTIONS IN THIS QUESTIONNAIRE. IF YOU ANSWER YES TO QUESTION 1: RESPOND TO QUESTIONS 2 THROUGH 5 FULLY AND ANSWER QUESTION 6 "N/A". IF YOU ANSWER NO TO QUESTION 1, RESPOND TO QUESTIONS 2 THROUGH 5 WITH "N/A" AND FULLY RESPOND TO QUESTION 6.

(Response Type : Drop Down)

Weight	Mandatory	Supplier Attachments	Evaluation Type
30%	Yes	Not Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			
Responses Options :			
Yes, I am a National Supplier			Score : 5
No, I am not a National Supplier			Score : 1

Q2. IF YOU RESPONDED TO QUESTION 1 WITH **NO**, ANSWER "N/A". Instructions for OMNIA Partners – Exhibit A – Response for National Cooperative Contract Exhibit A – 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 to serve Participating Public Agencies through OMNIA Partners. Please respond to all questions in this document attach your response to this section.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
40%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			
<i>OMNIA Partners - Exhibit A Response to National Contract.pdf</i>			

Q3. IF YOU RESPONDED TO QUESTION 1 WITH **NO**, ANSWER "N/A". Instructions for OMNIA Partners Exhibit B – This document is an example of a standard Administration Agreement between the awarded Supplier(s) and OMNIA Partners. Submission of a proposal affirms proposer’s understanding and acceptance of the Administration Agreement, unless specific exceptions are

proposed, and alternative language or provisions are offered. Proposer should have any reviews required to sign the document prior to submitting a response. If a proposer has an exception to any portion of the OMNIA Partners Administrative Agreement, then proposer must attach to their proposal a document labeled "Proposer's Name - Exceptions to OMNIA Partners Admin Agreement" that states which specific sections of the Agreement they take exception and propose specific alternative language. The exceptions document must be attached under Supplier Response in the CalUSource portal.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
20%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

OMNIA Partners - Exhibit B Administration Agreement.pdf

Q4. IF YOU RESPONDED TO QUESTION 1 WITH **NO**, ANSWER "N/A". Questionnaire – Instructions for Exhibit F&G – Federal Funds Certifications and New Jersey Business Exhibit F – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Proposers must fill this form out and submit with their proposal as an attachment labeled "Proposer's Name - Response to OMNIA Partners – Exhibit F" under the Supplier Response in the CalUSource Portal. Please fill out this document and reattach in CalUSource. Exhibit G – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statutes. Proposers must fill this out this form and attach it to their proposal labeled as "Proposer Name – Response to OMNIA Partners Exhibit G" under the Supplier Response in the CalUSource portal. Please fill out this document and reattach in CalUSource.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
10%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

OMNIA Partners - Exhibit G New Jersey Compliance Form.pdf

OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Q5. IF YOU RESPONDED TO QUESTION 1 WITH **NO**, ANSWER "N/A". Omnia Partners Exhibit C – For information only. The Master Intergovernmental Cooperative Purchasing Agreement is the agreement Participating Agencies, wanting to use the cooperative contract, will execute to register with OMNIA

Partners to participate in the program. Participating Agencies agree to the document one time for access to all the contracts available in the portfolio. Proposer does not need to complete this form. This agreement is not between the supplier and OMNIA Partners.

Omnia Partners Exhibit D – For information only. The Principal Procurement Agency Certificate is the document executed by the lead agency and OMNIA Partners to partner to create a Master Agreement which can be used as a national cooperative contract. Proposer does not need to complete this form. Please acknowledge you have read this section.

Omnia Partners Exhibit E – For information only. The Contract Sales Reporting Template is the template the awarded supplier would use to report monthly sales to OMNIA Partners. Proposer does not need to fill this form out.

Omnia Partners Exhibit H – For information only. Due to advertising requirements within certain states for public solicitations, the OMNIA Partners Advertising Compliance Requirement lists agencies within certain states that require all agencies be listed in a solicitation in order to consider use of the Master Agreement. These agencies may or may not be registered with OMNIA Partners; these agencies may or may not use the Master Agreement; this is not a comprehensive list of agencies registered with OMNIA Partners. Proposer does not need complete this form. Please acknowledge you reviewed all of the above.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>No</i>	<i>Not Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

OMNIA Partners - Exhibit C Master Intergovernmental Cooperative Purchasing Agreement.pdf

OMNIA Partners - Exhibit H Advertising Compliance Requirement.pdf

OMNIA Partners - Exhibit E Contract Sales Reporting Template.pdf

OMNIA Partners - Exhibit D Principal Procurement Agency Certificate.pdf

Q6. IF YOU RESPONDED TO QUESTION 1 WITH **YES**, ANSWER "N/A". All Proposers that are not interested or can't participate in a National contract with OMNIA Partners must agree to the following: Patronage Incentives: During the Initial Term of this Agreement and any subsequent Renewal Terms, Supplier agrees to provide UC a quarterly Patronage Incentive in the amount equal to three percent (3%) of the total sales of Goods and Services. The amount of quarterly Patronage Incentive provided to each UC Location will be calculated based on the total quarterly sales to each UC Location. Each UC Location will have the right to modify proposal pricing for the individual UC Location up to three percent (3%) in the event UC Location decides not to implement an incentive program. The Patronage Incentive will be issued to The Regents of the University of California and mailed to each UC Location participating in the incentive program. Please confirm your acceptance.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

1.3 Estimated Volume

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

1.4 Award Basis

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

OMNIA PARTNERS EXHIBITS
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All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

OMNIA PARTNERS EXHIBITS
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- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

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

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

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

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

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

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

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

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

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

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

OMNIA[®]

PARTNERS



ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

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

7. 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.

NATIONAL PROMOTION

9. 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.

10. 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

11. 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.

12. 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.

13. 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.

14. 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

15. 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.

16. 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.

17. 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.

18. 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:

19. 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.

20. 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.

21. 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.

22. 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.

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

[INSERT SUPPLIER ENTITY NAME]

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

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

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

Exhibit C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

Exhibit C, continued

of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

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

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

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

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

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

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

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

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

Exhibit C, continued

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

Authorized Signature

Name

Title and Agency Name

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

offeror

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

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name:

Address, City, State, and Zip Code:

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized
Representative: _____

Email Address:

Signature of Authorized Representative: _____ Date: _____

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's 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

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

Requirements for National Cooperative Contract

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

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

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

Offerors should submit the above form completed with their proposal.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

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

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

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

OMNIA PARTNERS EXHIBITS

EXHIBIT H – OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

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

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

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

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

[Type here]

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

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

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

[Type here]

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

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

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

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

[Type here]

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

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

[Type here]

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

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

[Type here]

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

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

[Type here]

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

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

[Type here]

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

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

[Type here]

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

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

[Type here]

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

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

[Type here]

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

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

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

K-12 INCLUDING BUT NOT LIMITED TO:

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

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

[Type here]

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

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

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

HIGHER EDUCATION

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

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

STATE AGENCIES

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

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Questionnaire Name : *Supplier Capability Questionnaire*
Description : *General Questions*
Evaluation Type : *Technical*

Q1. Only qualified Printer Manufacturers (as defined in the RFP Event and Process Summary) are eligible to bid in this RFP. Provide the name, location, and contact information of any partners or subcontractors outside of your company that you are partnering with to perform any aspects within the scope of this RFP, and the role they play in performing the services.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q2. Please describe your company's capability of providing full service to all UC Locations. Describe your distribution model, including the size and location of your company's distribution facilities, warehouses and retail network, including any partner/VARs as listed in question 1. Include the number of MFD-certified technicians within a 30 mile radius of each location, ratio of service technicians for MFDs and Laser printers, certification process and training, and average field technician tenure?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q3. Will your company's employees who are responsible for providing Goods and Services to your customers conform to the following: Wear proper Uniform, Carry Badges with Picture ID, have passed background security checks, are bonded and insured? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>1.25%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q4. Describe the account management team, and all roles thereunder, that you would assign to the UC system if awarded under this RFP, including senior account manager responsible for the entire agreement and UC relationship and local account representatives responsible for each specific UC location. For every role/representative, provide: a description of the role's responsibilities, the name of who will fill this role, their title, and a summary of their qualifications including years of

pertinent experience and ALL certifications. Include attachment if necessary.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
5%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q5. What is the average response time for an account manager(s) to respond to initial requests? Please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
5%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q6. Please specify your company's normal business hours in Pacific Time zone format for receiving orders and providing customer service including maintenance support? Please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q7. Describe your quoting process and how you will meet our requirement of providing assistance with product sales questions, technical inquiries and customer service inquiries?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q8. Explain how your company proposes to resolve any complaints, issues or challenges. Please detail your company's problem resolution and escalation process for customer complaints and concerns.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
10%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q9. Describe your order placement process. Provide all your ordering methods, order tracking, search options, order history, etc.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q10. Describe your billing process?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q11. Please describe any service contracts you offer past the initial warranty term. (2-year, 3 year, etc.)

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>1.25%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q12. Please describe your return policy and process including: unopened equipment within 30 days; RMAs for defective equipment; DOA equipment; shipping fees; and restocking fees? What is the maximum period of time for unconditional (no questions asked) return of new equipment leases and purchases? Please explain your company's policy in detail.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>5%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q13. Can your company offer warehousing of large orders at no charge, whereby the equipment is

delivered as it is installed? Please detail the parameters of your offering. Please describe this process.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
5%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q14. Please specify your company's performance standards in the following service categories and provide your company's definitions of the service categories, and the methods used for measuring your performance. Response Time, Quotes, product inquiries, technical inquiries billing and invoicing; Back orders and how customers are notified; inventory accuracy; returns.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q15. How do you track and what type of documentation will be provided to verify your performance for the service categories listed above in Question 14?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q16. When you don't meet the above performance measures as stated in Question 14, what remedies do you provide?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q17. Describe your plan for quality management and process for continuous improvement of the program for the specified Goods and Services.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
---------------	------------------	-----------------------------	------------------------

1.25%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q18. Describe the Company's ability to provide the following general systems and administrative capabilities at no additional cost to the University: 1. Multimedia catalog functionality via internet, with search capabilities 2. Customer specific pricing and contract terms 3. Order restrictions for blocking items for ordering based upon SKU number, product code and product class. 4. Itemized cost center/group/organization usage reports available on-line to all the UC Location departments 5. Various authorization levels for order placement 6. Ordering system security features 7. Text and picture electronic catalogs 8. Electronic purchasing capabilities, including e-commerce, through the use of electronic product catalog-based order management system, with real-time access to product and pricing information, web-based with no local or network based software requirement 9. Accommodation for 32 digit account numbers 10. Secured access for UC users 11. Accommodation of invoice transactions on specified time table 12. E-mail notification within security hierarchy 13. Functionality for the UC Location departments to enter receiving information to system.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q19. Describe how your company will support the utilization of Procurement cards: 1. Integration within your order entry system. 2. Authorization process (manual/automated). 3. Security. 4. Timeliness and accuracy of systems authorization ability in the order entry process. 5. Please provide a description of your level 2/3 reporting capabilities.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q20. What is your company's business strategy regarding the following: 1. How often do you introduce new MFDs and Laser Printers? 2. Length of time of Parts and supplies availability for the discontinued models of MFDs and Laser Printers? 3. If your company does not manufacture equipment, how often do you replace your manufacturers and why? 4. Does your company carry in stock all common parts for quick access by your service personnel? 5. Where are your parts depot locations? How quickly do you get parts to your field technicians?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
5%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q21. Please describe in detail your company's delivery and installation capabilities, including fulfillment process from UC purchase order submission to delivery.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
10%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q22. Describe your company's capabilities to provide system updates/revisions, including software platform.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q23. Describe any other software packages and technologies your company has available to simplify order processing and reduce costs.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
1.25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Questionnaire Name : *Supplier Information Questionnaire*

Description :

Evaluation Type : *Technical*

Section 1. Proposal Content

Description

Section 2. Executive Summary

Description

High Level Summary

Q1. This section (maximum 4000 Characters) will present a high-level synopsis of the Proposer’s responses to the RFP. The Executive Summary shall be a brief overview and shall identify the main features and benefits of the proposed Services. If you have to add an attachment, maximum is 2 pages.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Section 3. Supplier Financial Information

Description

Financial Records

Q2. Upload a separate document that you create, labeled “Financials”, providing information to convey your financial capability and viability to supply the Services under an awarded Agreement. Specific financial information must include, but is not limited to: Proposer’s recently audited (or best available) financial statements for the past two (2) fiscal years, or equivalent information, in order to establish Proposer’s financial viability, integrity and position, net income, market capitalization and other relevant financial factors; Proposer’s fiscal year, and D-U-N-S number. The University is the sole judge for making this determination which will be made prior to issuing awards.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Section 4. General Company Information

Description

Financial Records

Q3. Provide the address of your company's headquarters.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Not Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q4. Include information regarding any affiliates and/or subsidiaries.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q5. Describe your company's Support/Sales Network within the University territory. Specify Geographic Locations, company owned or independent contracted value added resellers, number of Field Support/Sales Representatives.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q6. Provide any information regarding any mergers with another company (buy/sell) within the last twelve (12) months or anticipated within the next twelve (12) months

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q7. Has your company been subject to litigation related to the proposed Services? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q8. Within the previous five years has your firm been the debtor of a bankruptcy? If yes, please explain

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q9. Is your firm in the process of or in negotiations toward being sold? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q10. Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q11. Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
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<i>0%</i>	<i>Yes</i>	<i>Not Allowed</i>	<i>Informative</i>
<i>Current Stage Reference:</i>			
Attachments :			

Q12. List all recalls or claims of technical failures that your company has had in the last five years, including details regarding the reasons for the recalls or claims.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>
<i>Current Stage Reference:</i>			
Attachments :			

Q13. Provide details on any contracts that have been terminated due to failure to meet contractual or technical obligations.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Not Allowed</i>	<i>Informative</i>
<i>Current Stage Reference:</i>			
Attachments :			

Q14. Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? If yes, please explain.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>
<i>Current Stage Reference:</i>			
Attachments :			

Q15. Within the previous five years has your firm been the defendant in court on a matter related to Payment to subcontractors or Work Performance on a job? If yes, please explain.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>
<i>Current Stage Reference:</i>			
Attachments :			

Q16. Does your firm have any outstanding judgements pending against it? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q17. Within the previous five years, was your firm assessed liquidated damages on a contract? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Not Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q18. Has your firm received notice of and/or been involved in litigation regarding any intellectual property or patent infringement for the Goods and/or Services that your firm is offering to the University? If yes, please explain.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Not Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q19. Any Joint Venture (JV) Proposers responding to this RFP must clearly identify the partners which make up the Joint Venture and identify themselves as a Joint Venture in their submitted proposal. To be considered, the Prime Proposer (e.g. individual, sole proprietorship, firm, partnership, corporation, joint venture or other legal entity), must demonstrate relevant expertise to successfully perform their role and responsibilities.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q20. Upload a separate document that you create labeled “References” and provide references from three (3) public higher education institutions of comparable scope and scale as the UC (other than UC) currently using your service. For each reference, state contact name(s), email and telephone numbers together with a brief description of the nature of services provided.(Upon successful qualification, UC may contact some or all of these references to better understand your services and performance levels)

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q21. Describe your company's tested Disaster Recovery and Business Continuity Plan.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :

Q22. Provide an organization chart, including functions and responsibilities of the Company’s recommended account management team for UC. Include the chain-of-command and escalation points for problem resolution.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>0%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Informative</i>

Current Stage Reference:

Attachments :



Sustainable Practices

Responsible Officer:	EVP – Chief Operating Officer
Responsible Office:	ES – Energy & Sustainability
Issuance Date:	7/24/2019
Effective Date:	7/1/2019
Last Review Date:	1/31/2019
Scope:	All Campuses, Health Locations, and the Lawrence Berkeley National Laboratory

Contact:	Matthew St. Clair
Title:	Director of Sustainability, UCOP
Email:	Matthew.StClair@ucop.edu
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I. POLICY SUMMARY

The Sustainable Practices Policy (“Policy”) establishes goals in nine areas of sustainable practices: green building, clean energy, transportation, climate protection, sustainable operations, waste reduction and recycling, environmentally preferable purchasing, sustainable foodservice, sustainable water systems.

II. DEFINITIONS

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.

Adjusted Patient Day: Inpatient Days x (Gross Patient Revenue/Inpatient Revenue) where Gross Patient Revenue is Outpatient Revenue + Newborn Revenue + Inpatient Revenue.

Allowable Thermal Residual Conversion: Consistent with CalRecycle and the Southern California Conversion Technology Project, residual conversion includes: thermal, chemical, mechanical, and/or biological processes capable of converting post-recycled residual solid waste into useful products and chemicals, green fuels like ethanol and biodiesel, and clean, renewable energy. It does not include combustion.

Examples include the transformation of post-recycled residual materials into usable heat or electricity through gasification, pyrolysis, distillation, or biological conversion other than composting. To count as allowable residual conversion, the process must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. Materials that are otherwise landfilled or incinerated, including biomass conversion operations that exclusively incinerate organic materials, landfill-gas-to-energy (LFGTE) facilities, and other facilities that do not employ integrated materials recovery or equivalent sorting and recovery systems may not be considered to be converted residual waste.

Average Vehicle Ridership (AVR): Calculated by dividing the number of all person trip arrivals by the number of private vehicle trips, with adjustments for telecommuting, compressed work weeks and zero emission vehicles (based on the South Coast Air Quality Management District method).

CBC: California Building Code, Title 24 portion of the California Code of Regulations

Climate Neutrality: Climate neutrality means that the University will have net zero climate impacts from greenhouse gas (GHG) emissions attributed to scope 1 direct emission sources and scope 2 indirect emission sources as defined by The Climate Registry, and specific scope 3 emissions as defined by Second Nature’s Carbon Commitment. This neutrality will be achieved by minimizing GHG emissions from these sources as much as possible and using carbon offsets or other measures to mitigate the remaining GHG emissions.

Combustion: As defined by CalRecycle, combustion is a rapid conversion of chemical energy into thermal energy. The reaction is exothermic. Organic matter is oxidized with

sufficient air (or oxygen) for reactions to go to completion. The carbon and hydrogen are oxidized to carbon dioxide and water, respectively.

Construction and Demolition Waste (C&D): Waste generated by construction projects that do not occur every year or are not a result of regular operations and maintenance. Examples include building renovations or new construction.

Diversion from Landfill: Institutions divert materials from the landfill, combustion or other non-allowable thermal conversion by recycling, composting, donating, reselling or reusing.

Domestic Water: Potable and non-potable water provided for domestic indoor (e.g., toilets, urinals, showers, and faucets) and outdoor (e.g., landscape irrigation) use.

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](#).¹

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

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

Fleet: University-owned or operated vehicles and mobility equipment (e.g., passenger vehicles, trucks, vans, shuttles, agricultural vehicles, marine equipment, etc.) including vehicles operated under contract with the University **and for which the University/Campus maintains operational control.**

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

Green Lab Assessment Programs: A program that works with individual laboratories and researchers to inform, collect best practices, and assess areas for improvement in research efficiency, including engagement, and targeted initiatives around efficiency in natural resources and other environmental issues. This assessment program could be based on the My Green Labs (MGL) Systemwide Checklist or another similar tool. The MGL checklist was developed based on best practices from several UC campuses as well as the expertise of My Green Lab.

Green Spend: Spend on products meeting the UC “Preferred Level” of environmental

¹ University of California. 2018. The University of California’s Sustainable Procurement Guidelines.

sustainability criteria as laid out in the UC [Sustainable Procurement Guidelines](#).²

Gross Square Foot: Pursuant to the definition in the Facilities Inventory Guide³, gross square footage is the Outside Gross Area, or OGSF50, and equals the sum of Basic Gross Area (the sum of all areas, finished and unfinished, on all floors of an enclosed structure, for all stories or areas which have floor surfaces) + 50% Covered Unenclosed Gross Area (the sum of all covered or roofed areas of a building located outside of the enclosed structure). OGSF50 is also known as “California Gross.”

Industrial Water: Water provided for specific industrial applications such as heating, cooling, or lubricating equipment.

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

LEED for Interior Design and Construction (LEED-ID+C) for renovation projects;
LEED for Building Operations and Maintenance (LEED-O+M) for the ongoing operational and maintenance practices in buildings; and,
LEED for Building Design and Construction (LEED-BD+C) for new buildings and major renovations of existing buildings.

Location: As used in this Policy, means any or all campuses, health locations, and the Lawrence Berkeley National Laboratory as referred to in the “Scope” above.

Low-emissions vehicle (LEV): As defined by the current California Air Resources Board (CARB) LEV program standards, a vehicle that emits relatively low levels of GHG emissions from the onboard source of power and may include subcategories as defined by CARB.

Municipal Solid Waste: Garbage, refuse, sludges, and other discarded solid materials resulting from residential activities, and industrial and commercial operations which are legally accepted in CalRecycle permitted landfills. Municipal Solid Waste does not include any regulated hazardous/universal waste, medical waste or other material used as Average Daily Cover (ADC); however, it does include construction and demolition waste, diverted recyclables and organic waste. Non-health location waste targets refer to municipal solid waste only.

Operating Room Setback: (also referred to as "night setback" or "unoccupied setback") is an energy-saving strategy that reduces the amount of air supplied to an OR when the room is not in use. Heating, ventilation and air conditioning (HVAC) system setback may also allow temperature or humidity settings (or both) to widen during times the room is not in use.

² University of California. 2018. The University of California’s Sustainable Procurement Guidelines

³ Facilities Inventory Guide, Attachment 8, Appendix C, pages 13-15.

Organic: As defined by CalRecycle, material containing carbon and hydrogen. Organic material in municipal solid waste includes the biomass components of the waste stream as well as hydrocarbons usually derived from fossil sources (e.g., most plastics, polymers, the majority of waste tire components, and petroleum residues).

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 is easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Policy Exception Authority: The responsible authority for granting exceptions to item III.G.5.a. in the Sustainable Procurement section of this Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract and otherwise by the senior procurement officer of the campus.

Post-Consumer Waste (PCW): Waste produced by the end-user of a product. Post-consumer waste is differentiated from pre-consumer waste, which refers to waste produced in the manufacture of a product.

Potable Water: Water that meets state water quality standards for human consumption.

Reclaimed or Recycled Water: Wastewater treated with the intention of reuse, including:

- Direct Potable Reuse: Treated wastewater reused for human consumption.
- Indirect Potable Reuse: Treated wastewater blended with groundwater or other water sources reused as potable or non-potable water.
- Non-Potable Reuse: Treated wastewater reused for purposes other than human consumption, such as irrigation, fire suppression, and industrial processes.

Renewable power: Energy generated from inexhaustible sources, such as the sun or wind, or from sources that can quickly be replenished, such as biomass. For the purposes of this Policy, an energy source is renewable if it has been designated as such by the California Energy Commission ([Renewables Portfolio Standard Eligibility](#)).

Required Level Green Spend criteria: The minimum certification standard required for a product or service category. Required Level Green Spend criteria is laid out in the [UC Sustainable Procurement Guidelines](#).⁴

Research Group: When counting the number of laboratories assessed via a green lab assessment program, a laboratory will be counted as a research group rather by physical rooms. As defined in the Laboratory Hazard Assessment Tool, (LHAT) a group includes the workers that report to one Principal Investigator (PI) or Responsible Person. While some PI's may have multiple groups, one assessment for the purposes

⁴ University of California. 2018. The University of California's Sustainable Procurement Guidelines

of this Policy will include all the people working under one PI or Responsible Person, and all of the rooms they occupy or share, and field sites, if any. Total number of PI's and Responsible People will be tracked according to LHAT or similar tracking method at campuses not using LHAT. LHAT includes research and teaching laboratories.

Savings by Design: An energy efficiency program offered by California's four investor-owned utility companies and the Sacramento Municipal Utility District. Savings By Design provides design assistance, energy analysis, life-cycle costing, and financial incentives for new construction and major renovation projects. The Savings By Design program is also known as the Non-Residential New Construction Program.

Single-Occupancy Vehicle (SOV): Vehicle driven by a single driver with no passengers. SOV percentages may separate the percentage of vehicle trips occurring in zero- or low-emission vehicles from carbon-fuel vehicles (e.g., SOV-standard fuel and SOV-alternative fuel).

Single Pass Cooling: Single Pass or Once Through cooling systems flow water through a piece of equipment to absorb heat and dispose the water down the drain without recirculation. Replacing and managing these types of systems is a recommended best practice by the International Institute for Sustainable Laboratories (formerly Labs 21), US Office of Energy Efficiency & Renewable Energy, and the EPA. Equipment typically using this type of cooling includes hydraulic equipment, distillation condensers, refrigeration condensers, air compressors, vacuum pumps, electron microscopes, mass spectrometers, lasers, helium recovery, and electro magnets.

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

Sterilized Water: Water that has been cleaned to remove, deactivate, or kill microorganisms present that may be harmful to humans; primarily used in medical facilities and research.

Stormwater: Water that originates during precipitation events.

Strategic sourcing: A process designed to maximize the purchasing power of large, decentralized organizations, such as the University of California, by consolidating and leveraging common purchases.

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

Sustainable Spend: The intersection of Green and Economically and Socially Responsible (EaSR) Spend. UC Sustainable Spend is defined as spend that meets the

criteria and requirements for Green Spend as well as EaSR Spend as laid out in the [UC Sustainable Procurement Guidelines](#).⁵

Sustainable Water Systems: Water systems or processes that maximize water use conservation or efficiency, optimize water resource management, protect resources in the context of the local watershed, and enhance economic, social and environmental sustainability while meeting operational objectives.

Takeback program: A program that allows customers to return used products or materials to either the producer or distributor for responsible re-use or recycling consistent with applicable state and federal laws. These programs encourage responsible design for disassembly and recyclability, and protect the environment by keeping bulky or toxic products and packaging out of the waste stream.

TDM: Transportation Demand Management. TDM is the application of strategies and policies to reduce travel demand (specifically that of single-occupancy private vehicles). TDM programs may include: car sharing (car share), carpools (rideshare), vanpools, bus pools, shuttles, transit, bicycle circulation systems, pedestrian circulation systems, emergency rides home, telecommuting, flexible schedules, parking management (amount, access, fees), etc.

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

Total Solid Waste: total solid waste includes municipal solid waste as well as all forms of regulated waste, this includes but is not limited to: regulated medical waste, biohazardous waste, pharmaceutical waste, universal waste and construction and demolition waste. Unlike campus targets, UC Health Location diversion rates and reduction targets use total solid waste rather than municipal solid waste.

UC Green Laboratories Action Plan: A document created with the goal of setting campus specific targets; documenting the strengths and areas for improvement within sustainable operations of research laboratories via a gap analysis; and outlining actions that can be implemented to further targets.

USGBC: U.S. Green Building Council. The USGBC is a membership-based non-profit organization dedicated to sustainable building design and construction, and is the developer of the LEED building rating system.

Vehicle Miles Traveled (VMT): Number of miles driven by a given vehicle(s) over a given period of time.

Wastewater: Water that is discharged from domestic, industrial, or other use.

⁵ University of California. 2018. The University of California's Sustainable Procurement Guidelines

Watershed: In the context of this Policy, a watershed is the area of land that drains to a common waterway, such as a stream, lake, estuary, wetland, aquifer, bay, or ocean.

Water systems: Natural and/or human made systems that provide water to and support the functions of watersheds and/or human communities.

Weighted Campus User: As defined in the current Association for the Advancement of Sustainability in Higher Education (AASHE) STARS Technical Manual.⁶ This calculation applies only to campuses and not to health locations or LBNL.

Zero-emissions vehicle (ZEV): As defined by the current California Air Resources Board (CARB) ZEV program standards, a vehicle that emits no tailpipe pollutants from the onboard source of power and may include subcategories as defined by CARB.

Zero waste: The University zero waste goal is made up of incremental waste reduction and waste diversion targets. The University recognizes the attainment of reduction goals stated in this Policy and a 90% diversion of municipal solid waste as minimum compliance standard to be defined as a zero waste for locations other than health locations.

III. POLICY TEXT

The University of California (“University”) is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. The University’s locations should be living laboratories for sustainability, contributing to the research and educational mission of the University, consistent with available funding and safe operational practices. Policy goals are presented below in nine areas of sustainable practices.

A. Green Building Design

New Buildings

1. All new building projects, other than acute care facilities, shall be designed, constructed, and commissioned to outperform the CBC energy-efficiency standards by at least 20% or meet the whole-building energy performance targets listed in Table 1 of Section V.A.3. The University will strive to design, construct, and commission buildings that outperform CBC energy efficiency standards by 30% or more, or meet the stretch whole-building energy performance targets listed in Table 1 of Section V.A.3, whenever possible within the constraints of program needs and standard budget parameters.
2. Acute care/hospital facilities and medical office buildings shall be designed, constructed, and commissioned to outperform ASHRAE 90.1 - 2010 by at least 30% or meet the whole-building energy performance targets listed in Table 2 in Section V.A.3.

⁶ Association for the Advancement of Sustainability in Higher Education (AASHE) is a sustainability rating system for the higher education sector.

3. No new building or major renovation that is approved after June 30, 2019 shall use onsite fossil fuel combustion (e.g., natural gas) for space and water heating (except those projects connected to an existing campus central thermal infrastructure). Projects unable to meet this requirement shall document the rationale for this decision as described in Section V.A.4.
4. All new buildings will achieve a USGBC LEED “Silver” certification at a minimum. All new buildings will strive to achieve certification at a USGBC LEED “Gold” rating or higher, whenever possible within the constraints of program needs and standard budget parameters.
5. The University of California will design, construct, and commission new laboratory buildings to achieve a minimum of LEED “Silver” certification as well as meeting at least the prerequisites of the Laboratories for the 21st Century (Labs21) Environmental Performance Criteria (EPC)⁷. Laboratory spaces in new buildings also shall meet at least the prerequisites of Labs21 EPC. Design, construction, and commissioning processes shall strive to optimize the energy efficiency of systems not addressed by the CBC energy efficiency standards.
6. All new building projects will achieve at least two points within the available credits in LEED-BD+C’s Water Efficiency category.

Building Renovations

7. Major Renovations of buildings are defined as projects that require 100% replacement of mechanical, electrical and plumbing systems and replacement of over 50% of all non-shell areas (interior walls, doors, floor coverings and ceiling systems) shall at a minimum comply with III.A.4 or III.A.5, above. Such projects shall outperform CBC Title 24, Part 6, currently in effect, by 20%. This does not apply to acute care facilities.
8. Acute care facilities and medical office buildings undertaking major renovations as defined above will outperform ASHRAE 90.1- 2010 by 30%.
9. Renovation projects with a project cost of \$5 million or greater (CCCI 5000) that do not constitute a Major Renovation as defined in item III.A.6. shall at a minimum achieve a LEED-ID+C Certified rating and register with the utilities’ Savings by Design program, if eligible. This does not apply to acute care facilities.

B. Clean Energy

In support of the climate neutrality goals outlined in Section C of this policy, the University of California is committed to reducing its greenhouse gas emissions by reducing energy use and switching to clean energy supplies.

⁷ Labs21 is a voluntary partnership program that offers training and resources to support the design and operation of high-performance laboratories. Labs21 is co-sponsored by the Department of Energy and the Environmental Protection Agency. The Labs21 Environmental Performance Criteria (EPC) is a rating system that consists of prerequisites and credits in several laboratory-specific areas, including laboratory equipment water use, chemical management, and ventilation. Labs21 EPC is designed as a complement to LEED.

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1. Energy Efficiency

Each location will implement energy efficiency actions in buildings and infrastructure systems to reduce the location's energy use intensity by an average of least 2 percent annually.

2. On-campus Renewable Electricity

Campuses and health locations will install additional on-site renewable electricity supplies and energy storage systems whenever cost-effective and/or supportive of the location's Climate Action Plan or other goals.

3. Off-campus Clean Electricity

By 2025, each campus and health location will obtain 100% clean electricity. By 2018, the University's Wholesale Power Program will provide 100% clean electricity to participating locations.

4. On-campus Combustion

By 2025, at least 40% of the natural gas combusted on-site at each campus and health location will be biogas.

C. Climate Protection

Each campus and the UC Office of the President will develop strategies for meeting the following UC goals:

1. Climate neutrality from scope 1 and 2 sources by 2025
2. Climate neutrality from specific scope 3 sources (as defined by Second Nature's Carbon Commitment) by 2050 or sooner

And at minimum, meet the following intermediate goal in pursuit of climate neutrality:

3. Reduce greenhouse gas (GHG) emissions to 1990 levels by 2020, pursuant to the California Global Warming Solutions Act of 2006.

For purposes of this section, campuses shall include their health location for all goals. GHG emissions reduction goals pertain to emissions of the six Kyoto greenhouse gasses⁸ originating from all scope 1 and scope 2 sources as specified by the Climate Registry, and from scope 3 emissions as specified by Second Nature's Carbon Commitment, which include air travel paid for by or through the institution; and commuting to and from campus on a day-to-day basis by students, faculty, and staff. These goals will be pursued while maintaining the research and education mission of the University.

Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, and participation in the CARB Cap-and-Trade Program shall perform to those regulatory requirements.

⁸ The six greenhouse gasses identified in the Kyoto Protocol are carbon dioxide, methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons, and perfluorocarbons.

D. Sustainable Transportation

The University will implement transportation programs and GHG emission reduction strategies that reduce the environmental impacts from commuting, fleet and business air travel related to achieving the Climate Protection section of this Policy (see Section III.C.).

1. Each location will reduce GHG emissions from its fleet and report annually on its progress. Locations shall implement strategies to reduce fleet emissions and improve fuel efficiency of all university-owned or operated fleet vehicles and equipment where practical options exist through acquisition and fleet operation protocols.
 - A. By 2025, zero emission vehicles or hybrid vehicles shall account for at least 50% of all new light-duty vehicle acquisitions.
2. The University recognizes that single-occupant vehicle (SOV) commuting is a primary contributor to commute GHG emissions and localized transportation impacts.
 - A. By 2025, each location shall strive to reduce its percentage of employees and students commuting by SOV by 10% relative to its 2015 SOV commute rates;
 - B. By 2050, each location shall strive to have no more 40% of its employees and no more than 30% of all employees and students commuting to the location by SOV.
3. Consistent with the State of California goal of increasing alternative fuel – specifically electric – vehicle usage, the University shall promote purchases and support investment in alternative fuel infrastructure at each location.
 - A. By 2025, each location shall strive to have at least 4.5% of commuter vehicles be ZEV.
 - B. By 2050, each location shall strive to have at least 30% of commuter vehicles be ZEV.
4. Each location will develop a business-case analysis for any proposed parking structures serving University affiliates or visitors to campus to document how a capital investment in parking aligns with each campus' Climate Action Plans and/or sustainable transportation policies.

E. Sustainable Building Operations for Campuses

1. Each campus will submit for certification one pilot building at a LEED-O+M “Certified” level or higher.
2. Each campus shall register a master site to certify campus-wide LEED-O+M credits and prerequisites to streamline the certification of multiple buildings through the LEED-O+M rating system by July 1, 2015. Each campus shall certify their campus-wide credits as soon as possible after the master site has been registered.

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3. Each campus shall seek to certify as many buildings as possible through the LEED-O+M rating system, within budgetary constraints and eligibility limitations.
4. All locations shall implement an ongoing Green Lab Assessment Program supported by a department on campus to assess operational sustainability of research groups and the laboratories and other research spaces they use by Summer 2018.
 - a. At least one staff or faculty member from the location must have the role of managing the Green Lab Assessment Program.
 - b. Any green lab assessment programs and related efforts will adhere to all relevant UC, state and national policies and laws. Safety will never be compromised to accommodate sustainability goals.
 - c. All locations shall submit a UC Green Laboratories Action Plan by Summer 2018.

F. Zero Waste

1. The University prioritizes waste reduction in the following order: reduce, reuse, and then recycle and compost.
2. The University supports the integration of waste, climate and other sustainability goals, including the reduction of embodied carbon in the supply chain through the promotion of a circular economy and the management of organic waste to promote atmospheric carbon reduction. In support of this goal, waste reporting will include tracking estimated scope 3 greenhouse gas emissions.
3. The University will reduce per capita total municipal solid waste generation at all locations other than health locations as follows:
 - a. Reduce waste generation per capita to FY2015/16 levels by 2020
 - b. Reduce waste generation by 25% per capita from FY2015/16 levels by 2025
 - c. Reduce waste generation by 50% per capita from FY2015/16 levels by 2030
4. The University will achieve zero waste by 2020 at all locations other than health locations. Minimum compliance for zero waste is 90% diversion of municipal solid waste from landfill.
5. By 2020, the University will prohibit the sale, procurement or distribution of packaging foam, such as food containers and packaging material, other than that utilized for laboratory supply or medical packaging and products. The University seeks to reduce, reuse and find alternatives for packaging foam used for laboratory and medical packaging products.
 - a. No packaging foam or expanded polystyrene (EPS) shall be used in foodservice facilities for takeaway containers.

For implementation guidelines as they relate to the procurement of goods for University of California campuses, reference the [University of California Sustainable Procurement Guidelines](#).

G. Sustainable Procurement

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services. The goals outlined throughout these policy and procedures sections shall be applied within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws.

1. The University values the health and wellbeing of its students, staff, faculty, visitors, and suppliers. The University seeks to provide healthy and accessible conditions for the communities it serves and this will be considered as a fundamental factor when making procurement decisions. Where functional alternatives to harmful products or impacts exist, they are to be strongly preferred.
2. Per III. F. 1., the University prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement will look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable or compostable products.
3. The University's sustainable purchasing requirements are ⁹:
 - a. 100% compliance with Required Level Green Spend criteria within three (3) fiscal years of the addition of those products and/or product categories to the Guidelines.
 - b. 25% Green Spend as a total percentage of spend per product category; target to be reached within three (3) fiscal years after a category is added to the Guidelines.
 - c. 25% Economically and Socially Responsible Spend as a total percentage of addressable spend; target to be reached within five (5) fiscal years of adoption of this section in the Guidelines.
4. The University's sustainable purchasing reporting requirements are:
 - a. Reporting on percent Green Spend beginning at the close of the first full Fiscal Year after a category is added to the Guidelines.
 - b. Reporting on percent Economically and Socially Responsible Spend beginning at the close of Fiscal Year 2018/19.
 - c. Reporting on percent Sustainable Spend will be piloted by UCOP beginning at the close of Fiscal Year 2018/19.
5. Each University's Procurement department will integrate sustainability into its processes and practices, including competitive solicitations, in order to satisfy the

⁹ Detailed criteria for Green Spend, Economically and Socially Responsible (EaSR) Spend, and their combined intersection, Sustainable Spend, can be found in the UC Sustainable Procurement Guidelines (Guidelines); University of California. 2018. The University of California's Sustainable Procurement Guidelines.

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sustainable purchasing goals outlined above for products, as well as for the procurement of services. The University will do so by:

- a. Allocating a minimum of 15% of the points utilized in solicitation evaluations to sustainability criteria. Criteria may include, but is not limited to, sustainable product attributes, supplier diversity, supplier practices, contributions to health and wellbeing, and materials safety. This requirement will go into effect on July 1st, 2019. Exceptions to this policy may only be granted by the appropriate Policy Exception Authority. Decisions to grant an exception shall be made in the context of a locations need to support teaching, research and public service when there is a demonstrable case that the inclusion of a minimum of 15% of the points utilized in solicitation evaluation for sustainability criteria will conflict with the project teams ability to execute a competitive solicitation.
- b. Supporting outreach, education and providing equal access to small, diverse, and disadvantaged suppliers for all applicable University procurement opportunities in accordance with BUS-43 policy.
- c. Comparing the Total Cost of Ownership when evaluating costs for goods and services in the selection of suppliers, whenever feasible.¹⁰
- d. Targeting sustainable products and services for volume-discounted pricing to make less competitive or emerging sustainable products and services cost-competitive with conventional products and services.
- e. Leveraging its purchasing power and market presence to develop sustainable product and service options where not already available.
- f. Requiring packaging for all products procured by the University be designed, produced, and distributed to the end user in a sustainable manner.
- g. Contracting with suppliers of products (e.g. electronics, furniture, lab consumables) that have established (preferably non-manufacturer specific) end-of-life reuse, recycling, and/or takeback programs at no extra cost to the University, and in compliance with applicable federal, state, and University regulations regarding waste disposal.
- h. Requiring 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.

¹⁰ Public Contract Code § 10507.8 states: "As provided for in this article, when the University of California determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the lowest responsible bidder may be selected on the basis of the best value to the university. In order to implement this method of selection, the Regents of the University of California shall adopt and publish policies and guidelines for evaluating bidders that ensure that best value selections by the university are conducted in a fair and impartial manner."

- i. Working with its suppliers to achieve greater transparency and sustainable outcomes throughout the supply chain. This may include maximizing the procurement of products that optimize use of resources from extraction through manufacturing and distribution (e.g. EPA’s SmartWay Program).
6. All procurement staff will consult the UC [Sustainable Procurement Guidelines](#) document for minimum mandatory sustainability requirements to be included in solicitations for a given product or service category.

H. Sustainable Foodservices

1. Campus and Health Location Foodservice Operations

Campuses and health locations shall develop sustainability goals and initiatives in each of the four categories of sustainable foodservice practices listed below.

a. Food Procurement

Each campus and health location foodservice operation shall strive to procure 20% sustainable food products by the year 2020, while maintaining accessibility and affordability for all students and UC Health Location’s foodservice patrons.

b. Education

Each campus and health location shall provide patrons with access to educational materials that will help support their food choices.

c. Engagement With External Stakeholders

Campus and health location departments, organizations, groups, and individuals shall engage in activities with their surrounding communities that support common goals regarding sustainable food systems.

d. Sustainable Operations

Campus and health location foodservice operations shall strive to earn third-party “green business” certifications for sustainable dining operations.

2. Retail Foodservice Operations:

- a. Retail foodservice tenants will strive to meet the policies in III.H.1.a-d. above. Given the constraints faced by nationally-branded franchises that must purchase food through corporate contracts, location departments managing retail foodservice tenants will have the option of meeting III.H.1.a. (procuring 20% of all sustainable food products by the year 2020) by aggregating the purchases of all retail entities under the jurisdiction of a single operational unit on location.
- b. Locations will include Section H of this Policy in lease language as new leases and contracts are negotiated or existing leases are renewed. However, locations will also work with tenants to advance sustainable foodservice practices as much as possible within the timeframe of current leases.

I. Sustainable Water Systems¹¹

With the overall intent of achieving sustainable water systems and demonstrating leadership in the area of sustainable water systems, the University has set the following goals applicable to all locations:

1. Locations will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08. Locations that achieve this target early are encouraged to set more stringent goals to further reduce potable water consumption. Each Campus shall strive to reduce potable water used for irrigation by converting to recycled water, implementing efficient irrigation systems, drought tolerant planting selections, and/or by removing turf.
2. Each location will develop and maintain a Water Action Plan that identifies long term strategies for achieving sustainable water systems. The next update of the plan shall be completed in December 2016.
 - A. Campuses will include in this update quantification of total square feet of used turf and under-used turf areas on campus as well as a plan for phasing out un-used turf irrigated with potable water.
3. Each campus shall identify existing single pass cooling systems and constant flow sterilizers and autoclaves in laboratories and develop a plan for replacement.
4. New equipment requiring liquid cooling shall be connected to an existing recirculated building cooling water system, new local chiller vented to building exhaust or outdoors, or to the campus chilled water system through an intervening heat exchange system if available.
 - A. Once through or single pass cooling systems shall not be allowed for soft-plumbed systems using flexible tubing and quick connect fittings for short term research settings.
 - B. If no alternative to single pass cooling exists, water flow must be automated and controlled to avoid water waste.

J. Sustainability at UC Health

1. Health locations will achieve Practice Greenhealth's award "Greenhealth Partner for Change". Locations will use the definitions in Practice Greenhealth to set medical-center-specific goals for waste diversion and reduction as well as water reduction. Award achievement and target setting will occur before the following dates:

Award Recognition from Practice Greenhealth by:

- August 31, 2017 for UC San Francisco Health and UCLA Health.

¹¹ Related sections: Green Building Design policy III.A. 5, Green Building Design procedure V.A.4, and Sustainable Purchasing procedures V.G.10.e, V.G.15, V.G.16, and V.G.17.

- August 31, 2019 – UC Irvine Health, UC San Diego Health and UC Davis Health.

Target commitments for water and waste by:

- January 1, 2020 – UC Irvine Health, UC San Diego Health and UC Davis Health.

2. UC San Francisco Health and UCLA Health have the following targets:

- By 2020, 50% of total solid waste diverted from landfill and incineration.
- By 2020, 40lbs of total solid waste per Adjusted Patient Day.
- In line with campus targets, UCLA and UCSF Medical Centers will reduce growth-adjusted potable water consumption 20% by 2020 and 36% by 2025, when compared to a three-year average baseline of FY2005/06, FY2006/07, and FY2007/08.

IV. COMPLIANCE/RESPONSIBILITIES

A. Implementation of the Policy

The Executive Vice President-Chief Operating Officer is the Responsible Officer for this Policy. The UC Sustainability Steering Committee, which is chaired by the Executive Vice President-Chief Operating Officer, provides oversight for all aspects of the Policy.

B. Revisions to the Policy

The President is the approver of this Policy and has the authority to approve or delegate the approval of revisions to the Policy.

The systemwide Working Group corresponding to each section of the Policy recommends Policy revisions to the UC Sustainability Steering Committee and Executive Vice President-Chief Operating Officer. Proposed provisions accepted by the UC Sustainability Steering Committee and the Executive Vice President-Chief Operating Officer shall then be recommended to the President for approval or to the appropriate delegated authority, as stated above.

The Sustainable Practices Policy will be reviewed, at a minimum, once every three years with the intent of developing and strengthening implementation provisions and assessing the influence of the Policy on existing facilities and operations, new capital projects, plant operating costs, fleet and transportation services, and accessibility, mobility, and livability. The University will provide for ongoing active participation of students, faculty, administrators, and external representatives in further development and implementation of this *Policy*.

C. Compliance with the Policy

Chancellors and the Lawrence Berkeley National Laboratory Director are responsible for implementation of the Policy in the context of individual building projects, facilities operations, etc. An assessment of location achievements with

regard to the *Policy* is detailed in an annual report to the Regents. The internal audit department may conduct periodic audits to assess compliance with this Policy. ([Annual Report on Sustainable Practices](#)).

D. Reporting

On an annual basis, the President will report to the Regents on the University's sustainability efforts in each area of the *Policy*.

V. PROCEDURES

A. Green Building Design

New Buildings and Major Renovations

1. Projects will utilize the versions of the CBC energy efficiency standards and of LEED-BD+C that are in effect at the time of first submittal of "Preliminary Plans" (design development drawings and outline specifications) as defined in the *State Administrative Manual*.¹²
2. If eligible, all new buildings and major renovations (as defined in III.A) will register with the Savings By Design program in order to document compliance with the requirement to outperform CBC energy efficiency standards by at least 20%.
3. Projects other than acute care facilities that opt to use energy performance targets for compliance with III.A.1 will at a minimum use the whole-building energy performance target listed below that corresponds to the year of the project's budget approval. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) published as Table 1, UC Building 1999 Energy Benchmarks by Campus, in Sahai, et al. 2014.¹³

Table 1

Calendar Years	Compliance Target	Stretch Target
2015-16	65%	50%
2017-18	60%	45%
2019-20	55%	40%
2021-22	50%	35%
2023-24	45%	30%
2025 or after	40%	25%

4. Decisions affecting energy efficiency, fossil fuel use, and connection to existing central thermal services shall be made in the context of the location's climate action plan. Where onsite fossil fuel combustion within the building is deemed

¹² The [State Administrative Manual](#) (SAM) is a reference source for statewide policies, procedures, regulations and information developed and issued by authoring agencies such as the Governor's Office, Department of General Services (DGS), Department of Finance (DOF), and Department of Personnel Administration.

¹³ Sahai, R., Kniazewycz, C., Brown, K, 2014. [Benchmark-based, Whole-Building Energy Performance Targets for UC Buildings](#). University of California Office of the President and California Institute of Energy and Environment.

necessary, the rationale for this decision shall be documented as part of the existing project approval process. The submittal should include the following:

- a. An estimate of annual electricity and gas use for the project as well as the project’s target design energy use in thousand British thermal units (kBtu) per square foot.
- b. An explanation of why fossil fuel combustion is required for the project and what other alternatives were evaluated.
- c. An analysis explaining why fossil-fuel combustion is the most cost-effective energy source for the identified project specific applications.
- d. A plan to mitigate, by 2025, the associated greenhouse gas emissions in accordance with the location’s Climate Action Plan.

This documentation is part of the broader project approval process and does not require separate UCOP approval. Draft information should be submitted prior to budget approval as part of a Project Planning Guide, Delegated Authority Project Certification Checklist or related ancillary document. This information should be updated prior to design approval.

5. Acute care facilities and medical office buildings opting to use energy performance targets for compliance with III.A.2 will at a minimum use the whole-building energy performance target listed in table 2 below. The whole-building energy performance target is expressed as a percentage of the sum of the Annual Electricity and Annual Thermal targets (converted to kBtu/gsf-yr) based on ASHRAE (2012) Advanced Energy Design Guidelines.¹⁴

Table 2

	Acute Care			Medical Office Buildings		
	Benchmark Average	Target	Stretch Target	Benchmark Average	Target	Stretch Target
UC Davis Health	230	160	115	85	60	43
UC Irvine Health	230	160	115	80	56	40
UCLA Health	230	160	115	80	56	40
UC San Diego	230	160	115	80	56	40
UC San Francisco Health	230	160	115	80	56	40

Locations will demonstrate compliance based on the results of energy modeling that represents a best estimate of as-operated, whole-building energy use, before

¹⁴ ASHRAE (2012) Advanced Energy Design Guidelines for Large Hospitals

accounting for on-site energy generation. Targets are intended to be verifiable in actual operation following building occupancy.

Projects are also required to model and report on the following metrics:

- annual electricity consumption (kWh/gsf/yr)
- annual thermal consumption (therms/gsf/yr)
- peak electricity (W/gsf)
- peak chilled water (tons/kgf) (if applicable)
- peak thermal (therms/hr/kgf)

The following very high-intensity process loads may be subtracted out of the total building energy use intensity if they can be metered separately.

- Clean room
- Data center
- Micro-chip fabrication
- Accelerator (e.g. laser, light source)
- Bio-safety level III Laboratory
- Magnetic Resonance Imaging (MRI)
- Positron Emission Tomography (PET)
- Computer Tomography (CT)
- Pharmacies

If a building has more than 6 Operating Rooms (ORs), additional ORs (defined as any ORs beyond the baseline of 6 ORs) may be subtracted out of total building energy use intensity if they meet the following two requirements:

- a. OR heating, ventilation and air conditioning (HVAC) is metered separately; and,
 - b. A commitment is made by an appropriate official within the hospital's administration to implement an OR HVAC setback program in the subtracted ORs.
6. Locations are encouraged to coordinate with local water districts in efforts to conserve water and to meet reduced water use goals of the local districts.

Privatized Development

7. All privatized development of New Buildings or Major Renovations on University-owned land, that are 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, shall comply with section III.A. of this *Policy*. The provisions of this subsection apply regardless of

the business relationship between the parties (i.e., whether a gift, acquisition, ground lease and/or lease).

Building Renovations

8. At budget approval, all renovation projects should include a listing of sustainable measures under consideration.
9. For all improvement projects in spaces leased or licensed by the Regents to be used for University-related purposes for a term of greater than 12 months, locations shall strive to comply with the Policy requirements in III.A.6 and III.A.7, as appropriate.

Waiver Conditions Applicable to all Projects

10. Waivers will only be granted in exceptional circumstances and will not be considered if the project negatively impacts the ability to comply with the goals of this Policy, in particular the goal of achieving carbon neutrality by 2025.
11. Any proposed waiver from section III.A of the Policy may be requested administratively from the UCOP Executive Director of Capital Programs prior to first project approval.
12. New Building and Major Renovation projects applying for an exception from section III.A.3 of this Policy should strive to achieve a USGBC LEED “Certified” rating. New building and renovation projects that are unable to achieve a USGBC LEED “Certified” rating shall submit a request for an exception with a LEED scorecard and supporting documentation to the UCOP Executive Director of Capital Programs, showing the credits that the project would achieve.
13. Such waiver requests shall indicate the applicable section of the Policy and/or Procedures; the proposed solution; and demonstrate equivalency with Policy intent.

General/Miscellaneous

14. The University will develop a program for sharing best practices.
15. The University will incorporate the requirements of sections III.A. and V.A. into existing training programs, with the aim of promoting and maintaining the goals of the Policy.
16. The University planning and design process will include explicit consideration of lifecycle cost along with other factors in the project planning and design process, recognizing the importance of long-term operations and maintenance in the performance of University facilities.
17. The University will work closely with the USGBC, Labs21, the Department of Energy, the U.S. Environmental Protection Agency, state government, and other organizations to facilitate the improvement of evaluation methodologies to address University requirements.

B. Clean Energy

1. Energy Efficiency: The energy efficiency goal follows the spirit of the US Department of Energy's Better Building Challenge. Each location's percent reduction in energy use intensity (EUI) will be reported annually based on the sum of weather-adjusted energy use divided by the sum of the maintained gross square footage (OGSF50). The average annual reduction will be calculated by comparing the current year EUI to the EUI five years prior. UCOP will use energy usage data from the systemwide purchased utility database for reporting campus energy use intensity, based on the campus-specified set of utility accounts and associated maintained gross square footage. Electric and gas site energy will be converted to kBtu and normalized for weather.
2. On-campus Renewable Energy
 - a. Each location will determine the appropriate mix of measures to be adopted within its clean energy portfolio. The capacity to adopt these measures is driven by technological and economic factors and each location will need to reevaluate its mix of energy measures on a regular basis.
 - b. Locations will periodically evaluate the feasibility of new on-site renewable electricity projects. The financial evaluation of these projects will fully account for the anticipated avoided costs associated with decreased on-site power production from combined heat and power plants and/or purchased electricity as well as the avoided cost of carbon.
3. Off-campus Clean Electricity
 - a. Clean electricity is defined as having a residual greenhouse gas emission factor that is less than 150 lbs CO₂/MWh.
 - b. Clean electricity shall be procured through the following methods and reported on annually:
 - i. A location may opt-in to a utility provided green power program for its purchased electricity that meets the definition of clean electricity specified in V.B.3.a.
 - ii. The UC Wholesale Power Program, which will procure and supply to participating campuses 100% clean electricity by 2018.
 - iii. Those locations without access to a green power program may purchase Renewable Energy Credits (REC) to offset purchased electricity. In order to be counted, such RECs will be transferred to UC or retired on behalf of UC.
4. Where feasible, the University will seek to benefit from the economies of scale and to reduce risk by developing a portfolio for systemwide clean energy procurement contracts from which locations may benefit.
5. On-campus Combustion
 - a. The University will develop and procure biogas supplies under the direction of the Energy Services Unit Governing Board (The Governing Board). The

Governing Board will establish acceptable pricing for biogas projects and determine how the biogas will be allocated to each location. Locations may also implement local projects to directly transport biogas to the location.

C. Climate Protection

1. Each campus will maintain individual membership with The Climate Registry (TCR)¹⁵. Campuses shall include their health locations in their membership.
2. Each campus will complete a Greenhouse Gas (GHG) emissions inventory annually. Campuses shall include their health locations in their inventories.
3. To comply with TCR and the Second Nature Carbon Commitment requirements,¹⁶ inventories should contain emissions of the six Kyoto greenhouse gasses from: scope 1 and 2 emission sources outlined in the TCR General Reporting Protocol; and scope 3 emissions sources outlined by the Second Nature Carbon Commitment's Implementation Guide. All UC campuses will report their updated emissions inventories through the Second Nature Carbon Commitment on-line reporting tool at least biennially. Campuses must verify all emissions inventories through TCR. Campuses may either pursue verification annually (for the previous year's emissions inventory) or biennially (for the emissions inventories from the previous two years).
4. Campuses subject to the United States Environmental Protection Agency (USEPA) Greenhouse Gas Reporting Program, California Air Resources Board (CARB) Mandatory Greenhouse Gas Emissions Reporting, and participation in the CARB Cap-and-Trade Program shall complete the relevant emissions inventories outlined in the USEPA and CARB reporting protocols.
5. Each campus will regularly update its climate action plan for reducing GHG emissions to 1990 levels by calendar year 2020 (annual 2020 emissions to be reported in 2021); achieving climate neutrality for scope 1 and 2 sources by calendar year 2025 (annual 2025 emissions reported in 2026); and achieving climate neutrality for the Second Nature Carbon Commitment-specified scope 3 sources for calendar year 2050 (annual 2050 emissions reported in 2051). This will include an annual review and update, if needed, of the GHG reduction strategies reported by the campus to the UC Office of the President (UCOP). Campuses shall include their health locations in the action plan.
6. The Climate Change Working Group (CCWG), under the UC Sustainability Steering Committee and represented on the President's Global Climate Leadership Council, will monitor progress toward reaching the stated goals for GHG reduction, and will evaluate suggestions for strategies and programs to reach these goals.

¹⁵ [The Climate Registry](#) is a nonprofit collaboration among North American states, provinces, territories and Native Sovereign Nations that sets consistent and transparent standards to calculate, verify and publicly report greenhouse gas emissions into a single registry.

¹⁶ The Second Nature Carbon Commitment requirements are outlined at [Second Nature: The Presidents' Climate Leadership Commitments](#).

7. The CCWG will develop protocols to allow for growth adjustment, normalization of data, and accurate reporting procedures among the UC campuses, as required.

D. Sustainable Transportation

1. The Sustainable Transportation Working Group, with input from the Climate Change Working Group, will develop normalized data reporting protocols to track progress on the implementation of sustainable transportation programs. Annually, each location will collect and report:
 - a. Fleet efficiency metrics: fleet fuel consumption, total vehicle inventory, and total number and percent of new ZEV fleet acquisitions.
 - b. Commute data: employee and campus-wide mode split, average vehicle ridership (AVR), and percent of commuter alternative fuel vehicles.
 - c. Number and type of alternative fuel infrastructure (e.g. electric vehicle charging stations, natural gas, etc.).
2. Due to the unique characteristics of each campus' fleet management protocols, each location shall develop a Fleet Sustainability Implementation Plan by January 1, 2018 to document the infrastructure and financial needs to implement a low-carbon fleet program and lower campus fleet carbon emissions through 2025. Location fleets shall implement practical measures to improve fleet emissions including, but not necessarily limited to, managing vehicle fleet size, eliminating non-essential vehicles, purchasing the cleanest and most efficient vehicles and fuels, and investing in clean shuttle operations.
3. To amplify the impact of campus programs, each location is encouraged to partner with local agencies on opportunities to improve sustainable transportation access to and around university facilities in addition to developing its own transportation programs.
4. Each location shall implement parking management and pricing strategies to support emissions reduction and sustainable transportation goals, including variable pricing and unbundling parking and housing costs.
5. The University will pursue strategic programs and data collection to offset greenhouse gas emissions related to business-related campus air travel.
6. This Policy shall be consulted for all new campus development – including acquisitions and leases – to evaluate how the development or acquisition would meet the transportation policies and goals of the campus and University.
7. Sustainable Transportation Working Group will coordinate the development of a system wide best practices guide for campus units implementing this Policy. Mechanisms for reducing transportation emissions include, but are not limited to:
 - a. Constructing additional on-campus housing (e.g., student housing and temporary housing for new faculty)
 - b. Expanding TDM programs: car share, carpool/rideshare, vanpool, shuttles, transit, bicycle circulation system, pedestrian circulation system, emergency

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- rides home, parking management and pricing, employee service and retail amenities, etc.
- c. Expanding intra-campus transportation programs such as shuttles, car share, bike share, bicycle and pedestrian infrastructure, etc.
 - d. Encourage opportunities for employees to participate in flexible work schedules and/or telecommuting programs to provide alternative commute flexibility and options.
 - e. Replacing fleet vehicles with newer, more fuel-efficient vehicles when ZEV are not available
 - f. Rightsizing fleets (determining the appropriate fleet size, revising business practices to reduce need for travel)
 - g. Reducing fleet vehicle miles traveled
 - h. Increasing use of fuels with lower GHG emissions
 - i. Installation of telematics and GPS to measure and help reduce fuel consumption by monitoring and reducing excessive idling and speeding.

E. Sustainable Building Operations for Campuses

1. The University will incorporate the Sustainable Building Operations policy requirements into existing facilities-related training programs, with the aim of promoting and maintaining the goals of the Policy.
2. The University will work closely with the USGBC to address the needs and concerns of campuses in the further development of USGBC programs, including the LEED-O+M rating system and the USGBC's "Application Guide for Multiple Buildings and On-Campus Buildings."
3. Locations will use the LEED-O+M certification process to advance the University's educational and research mission by using the buildings as living, learning laboratories.
4. Each location will assess at least three new research groups through their Green Lab Assessment Program by Summer 2018.
5. All locations shall complete a UC Green Laboratories Action Plan by summer 2018 to determine strengths and areas for improvement within the operations of research laboratories in respect to sustainability and carbon neutrality. A standard template for this with required sections will be maintained and updated by the Sustainable Operations Working Group and this plan will be updated on a four-year cycle (2018, 2022, 2026 and so on).
6. Each location will report annually on their Green Labs program progress including the number of researchers directly and indirectly engaged by the program each year.

F. Zero Waste

1. The University will voluntarily comply with Chapter 18.5, the “State Agency Integrated Waste Management Plan,” in California Public Resources Code Section 40196.3.
2. Waste reduction and recycling shall be prioritized in seeking LEED credits for LEED-BD+C, LEED-ID+C, and LEED-O+M projects.
3. By the end of 2018, locations other than health locations will submit new waste management plans including planned waste reduction strategies. Plans will include campus and regional waste management practices and options, evaluate progress towards policy goals and determine the associated costs of achieving policy goals. Waste management plans will be updated and submitted to the Associate Vice President of Energy and Sustainability, Office of the President on a 5-year cycle.
4. Exceptions will be considered for entities which represent less than 1% of the overall campus solid waste tonnage.
5. Reduction, reuse, recycling and composting are the primary methods to be counted toward the municipal solid waste diversion from landfill goals. The goal is to strive for the highest form of resource recovery methods and the best use of the materials. The hierarchy for resource recovery is as follows:
 - a. Source reduction: The reduction of waste is the highest form of resource recovery as it eliminates the products from being manufactured or transported in the first place.
 - b. Reuse: Reuse materials in their original form (e.g. use lumber for lumber, mugs instead of single use cups, reuse course readers in subsequent classes. These methods maintain the embodied energy in each material.)
 - c. Composting and recycling: Composting is the recycling of organics such as animal waste, bedding, greenwaste and foodwaste into compost and mulch. Recycling refers to the conversion of waste into basic materials so they can be made back into new products.
 - d. The methods of reusing and recycling waste vary and will evolve over time as technologies improve. The Solid Waste and Recycling Working Group – comprising waste and recycling professionals from each location – will continue to evaluate recycling methods and recommend their appropriateness for counting toward diversion goals.
6. Waste Reduction: For the purposes of measuring waste reduction, reporting will be in waste generated per capita per day. Waste generated includes municipal solid waste that goes to landfill and all waste that is diverted through recycling, organics or conversion technologies. Not included in waste reduction calculations are:
 - a. Waste generated as part of major construction and demolition projects;

- b. Organic waste generated due to landscape management; Agricultural and animal related waste.
7. Per capita metrics will be understood in the context of business operations and activities:
 - a. Campuses will use Weighted Campus User
 - b. LBNL will use Full Time Equivalent

Other locations should use the per capita metric that best supports their business operations.
8. Where significant data methodology errors are found in benchmark years, an appropriate alternative methodology will be determined by agreement with UCOP and the Solid Waste and Recycling Working Group.
9. Reporting of solid waste and recycling data will follow ULEs Environmental Claim Validation Procedure for Zero Waste to Landfill (UL2799: 2017-03-22: 3rd Edition) and should be applied in principle to future standards/ editions. Where there discrepancies between UC policy definitions and goals and UL2799 and subsequent editions, the policy language will apply.
10. Campuses will be able to meet up to 10% of their diversion targets through combustion until the end of FY2021/22 after which the UC will no longer accept combustion as a form of diversion. No campus will increase the percentage of combustion reported as diversion from reported FY2015/16 levels. Up to 10 percent of total waste generated per campus may be disposed through allowable thermal residual conversion after FY2021/22. To count, (non-combustion) waste converted through thermal processes must include an integrated materials recovery facility (MRF) or equivalent sorting system to recover recyclables and compostable material prior to conversion. The total value of converted materials counted as diversion from landfill is not to exceed 10%.

G. Sustainable Procurement

1. This section V.G. shall be applied within the constraints of research needs and budgetary requirements and in compliance with applicable rules, regulations and laws.
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.
3. The University will require suppliers to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punch out catalog e-procurement environments.

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- a. Commodity/Contract Managers will work with all contracted suppliers to ensure that contract items that meet the UC criteria for Green and EaSR Spend as outlined in the Guidelines will be prioritized in all product searches.
 - b. Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punch out catalogs upon contract award.
4. The University will require all strategically sourced suppliers to report annually on their sustainable business operations, and quarterly on the University's sustainable purchasing activity. Quarterly sustainable spend reports will be collected by the appropriate University of California Procurement Services department. Quarterly spend reports must be filterable, include all products and services purchased, use an Excel compatible software, include information on a single sheet and include the following fields:
 - i. Campus
 - ii. Department and/or delivery location
 - iii. SKU and/or manufacturer number
 - iv. Item description
 - v. 8-digit UNSPSC code
 - vi. Product category/Title of UNSPSC code
 - vii. Quantity
 - viii. Unit of measure
 - ix. Price
 - x. Third-party sustainability attribute or certification as recognized in the Guidelines
5. UC locations, not including health locations or the Lawrence Berkeley National Lab, will report annually to the UC Office of the President (UCOP) their percent Green Spend and EaSR Spend for product and service categories defined in the Guidelines. For the first two (2) years of reporting, reports on Green Spend will include at minimum a location's share of products purchased from system wide strategically sourced suppliers, with reports to be provided by the suppliers to UCOP and locations. EaSR Spend reporting will be compiled at the campus level, with the support of UCOP. Reports will be reviewed by each location for accuracy and signed by the location's Chief Procurement Officer, with reporting due 60 days after fiscal close. Reporting procedures will be reviewed after two (2) years of reporting under this policy.
6. The University Standards for all packaging materials will be outlined in all solicitations. Suppliers will be required to demonstrate how their standards and practices for packaging materials meet the UC Standards.

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- a. Additional consideration in bid evaluations will be given to suppliers who meet more than one criteria listed in 8 (a) - (e) for packaging, and with preference given to bids meeting 8 (b).
7. In accordance with section III.F.5., the University has disallowed the use of packaging foam by 2020. For implementation procedures, reference the University of California [Sustainable Procurement Guidelines](#).
8. The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - 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.
9. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.
10. All recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) (www.ban.org). In cases where the University has established take-back programs with a manufacturer, the University will encourage the manufacturer to become a BAN-certified e-Steward Enterprise ([e-Stewards for Enterprises](#)).

H. Sustainable Foodservices

Campuses and Health Locations

1. Campus and health location foodservice operations subject to this Policy shall include both self-operated and contract-operated foodservices.
2. In the context of this Policy, sustainable food is defined as food and beverage purchases that meet one or more of the criteria listed below, which are reviewed annually by the UC Sustainable Foodservices Working Group (under the UC Sustainability Steering Committee).

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- i. Locally Grown¹⁷
 - ii. Locally Raised, Handled, and Distributed
 - iii. Fair Trade Certified¹⁸
 - iv. Domestic Fair Trade Certified
 - v. Shade-Grown or Bird Friendly Coffee
 - vi. Rainforest Alliance Certified
 - vii. Food Alliance Certified
 - viii. USDA Organic
 - ix. AGA Grassfed
 - x. Grass-finished/100% Grassfed
 - xi. Certified Humane Raised & Handled
 - xii. American Humane Certified
 - xiii. Animal Welfare Approved
 - xiv. Global Animal Partnership (steps III, IV, V)
 - xv. Cage-free
 - xvi. Protected Harvest Certified
 - xvii. Marine Stewardship Council
 - xviii. Seafood Watch Guide “Best Choices” or “Good Alternatives”
 - xix. Farm/business is a cooperative or has profit sharing with all employees
 - xx. Farm/business social responsibility policy includes (1) union or prevailing wages, (2) transportation and/or housing support, and (3) health care benefits
 - xxi. Other practices or certified processes as determined by the location and brought to the Sustainable Foodservices Working Group for review and possible addition in future Policy updates.
3. With the goal of achieving 20% sustainable food purchases, all Food Service Operations should track and report annually the percentage of total annual food budget spent on sustainable food.
 4. If cost effective, each campus and health location will certify one facility through a third-party green business certification program through one of the following: (1)

¹⁷ Resulting from regional constraints, campus definitions of “Locally Grown” and “Locally Raised, Handled, and Distributed” may vary; however, “Locally Grown” and “Locally Raised, Handled, and Distributed” distances shall not exceed 500 miles.

¹⁸ Fair Trade Certified products must be third party certified by one of the following: IMO Fair For Life, Fairtrade International (FLO), Fair Trade USA.

city or county’s “green business” program, (2) Green Seal’s Restaurants and Food Services Operations certification program, or (3) the Green Restaurant Association certification program.

5. Campuses, health locations, and retail foodservice operations will provide an annual progress report on these goals. Annual reports should include the individual campus and health location’s goals as well as the progress and timelines for the programs being implemented to reach those goals.
6. Campuses and health locations are encouraged to form a campus-level foodservices sustainability working group to facilitate the campus goal setting and implementation process.
7. The stakeholders who are involved with the implementation of the Sustainable Foodservice section of this Policy will participate in a system-wide working group to meet, network and to discuss their goals, best practices, and impediments to implementation.
8. Campuses and health locations are encouraged to implement training programs for all foodservice staff on sustainable foodservice operations, as well as, where applicable, on sustainable food products being served to patrons, so that staff can effectively communicate with the patrons about the sustainable food options.
9. Campuses and health locations are encouraged to participate in intercollegiate and national programs that raise awareness on dietary health, wellness and sustainability (e.g. the MyPyramid.gov Corporate Challenge and the Real Food Challenge).
10. Campuses and health locations are encouraged to develop health and wellness standards for food service operators, including eliminating the use of trans-fat oils or products made with trans-fat.
11. Campuses and health locations are encouraged to undertake additional initiatives that encourage healthy and sustainable food services operations. Examples include tray-less dining, beef-less or meat-less days, and preservative minimization programs.

I. Sustainable Water Systems

Reporting Methods

1. Explicitly identify the geographic and operational areas comprising the scope of location water usage (e.g., the campus as defined by its Long Range Development Plan boundary, excluding third-party operated facilities).
2. Locations with health locations may choose to report health locations data and progress toward the target separately from the main campus.
3. All locations shall report water usage in a tabular format using the following methods:
 - a. Measure per capita water consumption by Weighted Campus User (WCU) for main campuses and Adjusted Patient Day (APD) for health locations. If

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- necessary, WCU and APD may be combined using the following calculation:
 $[(APD/360) * 1.5] + WCU$;
- b. Potable water usage for a baseline period that is three consecutive fiscal years including FY 2005/06, 2006/07, and FY 2007/08:
 - i. Total location potable water usage, in gallons, for each of the three years comprising the baseline period,
 - ii. WCU, or APD, for each of the three years comprising the baseline period,
 - iii. Baseline Potable Water Usage: calculate the baseline metric as follows:
Step 1: Divide each year's total water use in gallons by that year's WCU or APD population. Step 2: Average the three gallons/population calculations to derive the Baseline Potable Water Usage for the location,
 - iv. Multiply the Baseline Potable Water Usage figure by 0.64 to derive the location's 2025 Potable Water Usage Target, and
 - v. Unless impracticable, provide average gallons of potable water usage per baseline year per gross square foot of location built space for which potable water consumption is being reported, mirroring (c) above;
 - c. Potable water usage for the most recent fiscal year¹⁹:
 - i. If using only the most recent fiscal year, and not an average, list in the table the following:
 - 1. Total location potable water usage, in gallons, for the most recent fiscal year,
 - 2. WCU or APD for the most recent fiscal year,
 - 3. Divide the gallons by the WCU or APD to derive the Current Potable Water Usage, and
 - ii. If feasible, provide average gallons of potable water usage per gross square feet for either the three most current fiscal years, if that is the method adopted, or for the single most current fiscal year, again using the methodology described above;
 - d. Total location non-potable water usage, in gallons, for the most recent fiscal year.
 - e. Report, or estimate if metered data is not available, water usage in the following use categories at a minimum: buildings, landscape, and central plant including cooling towers, identifying the quantities of potable and non-potable used for these purposes.

¹⁹ An average of the three most current fiscal years is allowed but not required.

Reporting Schedule

4. Each location prepared a Water Action Plan as specified below and submitted it to the Office of the President by December 2013.
5. Beginning the following year, each location will provide an annual progress report on implementing its Water Action Plan to include progress on its water usage reduction.

Water Action Plans

6. Each Water Action Plan and the water conservation and water efficiency strategies it contains will take into account relevant regional conditions and regulatory requirements, will recognize historical progress, and will acknowledge current location best practices being implemented.
7. Each Water Action Plan will include a section on Water Usage and Reduction Strategies that:
 - a. Describes the applicable types of water comprising water systems, including but not limited to potable water, non-potable water, industrial water, sterilized water, reclaimed water, stormwater, and wastewater;
 - b. Reports water usage in accordance with the methods set forth in these procedures;
 - c. Considers setting more stringent potable water reduction goals if the location has already achieved a 36% below baseline reduction in per capital potable water consumption;
 - d. Outlines location-specific strategies for achieving the target for reduced potable water consumption;
 - e. Encourages implementation of innovative water-efficient technologies as part of capital projects and renovations (e.g., installation of WaterSense certified fixtures and appliances, graywater reuse, rainwater harvesting, and watershed restoration);
 - f. Addresses use of non-potable water sources, and how those sources factor into overall sustainable water systems strategy;
 - g. Analyzes the identified water use reduction strategies using a full cost approach by considering:
 - i. Projected costs and savings of the identified water use strategies,
 - ii. Indirect costs and savings associated with reduced energy consumption due to the energy use embodied in water use,
 - iii. Savings associated with reduced or avoided infrastructure costs, and
 - iv. Other avoided costs; and
 - h. Sets a timeline for the strategies being implemented to reach the water usage reduction target.

8. Each Water Action Plan will include a section on Stormwater Management developed in conjunction with the location stormwater regulatory specialist that:
 - a. Addresses stormwater management from a watershed perspective in a location-wide, comprehensive way that recognizes stormwater as a resource and aims to protect and restore the integrity of the local watershed(s);
 - b. References the location's best management practices for preventing stormwater pollution from activities that have the potential to pollute the watershed (e.g., construction; trenching; storage of outdoor equipment, materials, and waste; landscaping maintenance; outdoor cleaning practices; vehicle parking);
 - c. Encourages stormwater quality elements such as appropriate source control, site design (low impact development), and stormwater treatment measures to be considered during the planning stages of projects in order to most efficiently incorporate measures to protect stormwater quality;
 - d. If feasible, cites relevant and current location stormwater-related plans and permits in an appendix or reference list accompanying the Water Action Plan; and
 - e. Includes, to the extent feasible, full cost evaluation of stormwater management initiatives similar to the approach in the Water Usage and Reduction Strategies section above.
9. Each location's Water Action Plan will include a section on Education and Outreach that:
 - a. Presents potential opportunities to serve as a living laboratory for sustainable water projects;
 - b. Supports efforts of students, faculty and staff to implement sustainable water systems on campuses and other locations;
 - c. Identifies opportunities for pilot projects that illustrate the University's commitment to sustainable water practices through teaching, research, and service; and
 - d. Identifies opportunities for new practices that could create behavior change with regard to water use and watershed management.
10. Each location's Water Action Plan will include a section called Irrigation and Landscape that includes:
 - a. Total square feet of turf area and breaks out used and under used turf areas, and;
 - b. A description and plan to reduce irrigation with potable water.

J. Sustainability at UC Health

1. The UC Health Sustainability Working Group, with input from relevant working groups for each subject area, will develop normalized data reporting protocols to track the implementation of sustainability programs at health locations. Annually,

the UC Health Sustainability Working Group will report to the University of California Health Center Chief Operating Officer Group and the University of California Sustainability Steering Committee.

2. Health locations will participate in Practice Greenhealth’s reporting program and report at a minimum metrics for energy, carbon, water and waste. To meet the reporting requirements, reporting to Practice Greenhealth will reflect UC Health location boundaries and will use either adjusted patient encounters or adjusted patient days as appropriate to reflect non-licensed patient encounters. Reporting to Practice Greenhealth will be based on the most recently complete fiscal year. Beginning in the 2018/19 fiscal year, these reports will be used for the Annual Report on Sustainable Practices that is presented to the UC Regents.
3. Health locations may discretionarily submit additional facility-specific applications to Practice Greenhealth for award consideration in addition to a total site/campus application. The stated policy goal of achieving Practice Greenhealth Partner for Change Awards may be at the campus or facility level.
4. Health locations will set targets for their facilities for waste diversion and reduction as well as for water reduction in accordance with the schedule outlined in section III.J. If targets require a comparison to a baseline dataset, Practice Greenhealth’s 2017 report will be used as a baseline. These targets will be recommended to the system wide Sustainability Steering Committee for addition to the Policy at the meeting following the due dates listed in section III.J.

VI. RELATED INFORMATION

- [Annual Report on Sustainable Practices](#)
- [BFB-BUS-43 Purchases of Goods and Services; Supply Chain Management](#)
- [BFB-BUS-38: Disposition of Excess Property and Transfer of University-Owned Property](#)
- [Public Contract Code: Materials, Goods, and Services, Section 10507.8](#)
- [Public Contract Code: Construction](#)
- [Trademark Licensing Code of Conduct](#)
- [UC Sustainability Website](#)
- [UC Sustainable Procurement Website](#)

VII. FREQUENTLY ASKED QUESTIONS

Not applicable.

VIII. REVISION HISTORY

July 2019: Policy revised to clarify the following sections: climate protection, zero waste, and sustainable procurement.

August 2018: Policy expanded to include UC Health and revised to update the following sections with new goals and clarifying language: definitions, green building design, clean energy, zero waste, and sustainable procurement.

June 2017: Policy remediated for accessibility according to Web Content Accessibility Guidelines (WCAG) 2.0

Policy revised to reflect the University Carbon Neutrality Initiative, adding definitions of green lab assessment programs, “research group” as defined by the Laboratory Hazard Assessment Tool (LHAT), and the inclusion of the UC Green Laboratories Action Plan. Changes were also made to the sections for Sustainable Building Operations for Campuses.

June 2016: Policy revised to update the following sections with new goals and clarifying language: definitions, green building design, sustainable transportation, and sustainable water systems.

June 2015: Policy revised to update the following sections: sustainable building operations, sustainable foodservices practices, green building design, and clean energy.

July 2011: Policy revised to update the following sections: green building design, climate protection practices, sustainable operations, environmentally preferable purchasing, and sustainable foodservice practices.

September 2009: Policy expanded to include sustainable foodservice

March 2007: Policy expanded to include sustainable operations, waste reduction, and environmentally preferable purchasing; renovations guidelines added to green building section, climate protection section refined

January 2006: Policy expanded to include transportation and climate protection

June 2004: President formally issued the “Presidential Policy on Green Building Design and Clean Energy Standards.” This Policy was subsequently renamed the Policy on Sustainable Practices

July 2003: The Regents approved sustainability policy principles ([UCOP Sustainability](#))



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Sustainable Procurement Guidelines

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Glossary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Introduction and Document Purpose

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

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

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

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

2. Document Guide

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

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

3. Reporting

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

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

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

4. Green Spend

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

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

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

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

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

A. Green Spend General Criteria

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

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

B. Category Specific Criteria

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

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

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

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

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

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

Table 1 - Category Specific Green Spend Criteria

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

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

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

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

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

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

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

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

5. Economically and Socially Responsible Spend

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

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

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

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

A. EaSR Spend Criteria

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

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

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

Table 2 - EaSR Spend Criteria

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

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

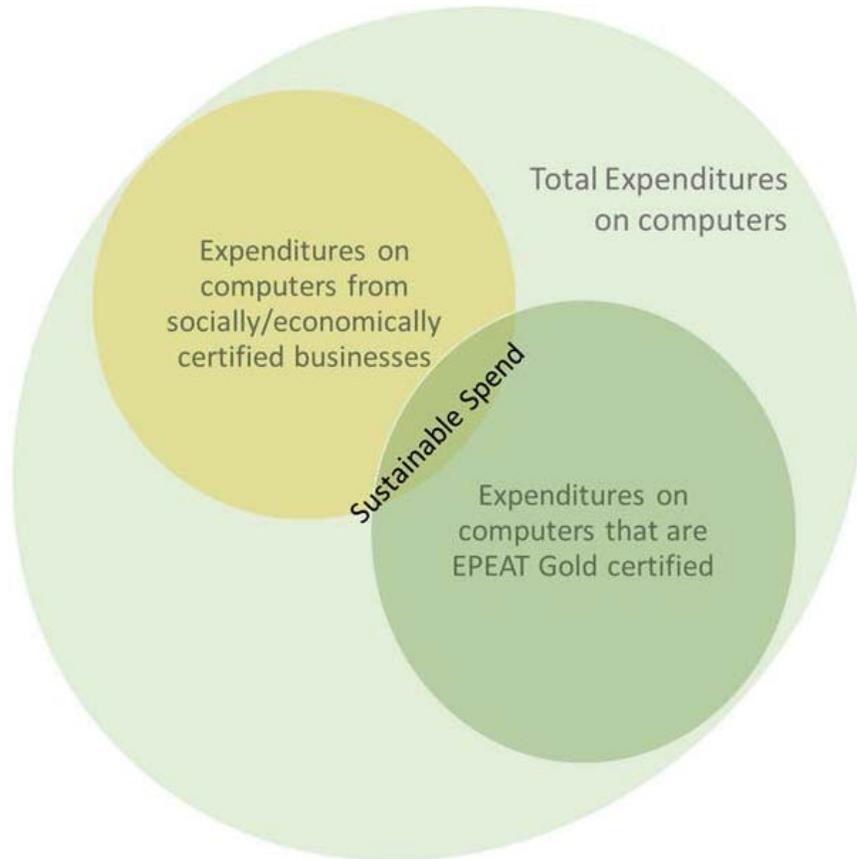
6. Sustainable Spend

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

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

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

Figure 1. Sustainable Spend for Computers



7. Category Specific Specifications

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

A. Electronics

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

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

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

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

B. Cleaning Supplies

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

Disinfectants

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

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

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

C. Office Supplies

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

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

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

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

E. Indoor Furniture

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

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

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

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

F. Compostable Food Service Ware

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

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

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

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

G. Water Appliances/Fixtures

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

8. Best Practices for Procurement Services⁹

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

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

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

9. Certification and Standards Definitions

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

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

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

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

¹² Ibid

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

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

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

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

10. Approval procedure updates and changes

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

11. Change Log

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

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

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

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

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

How to calculate the dollar not spent:

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

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

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

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

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

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

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

Where:

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

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

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

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

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

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

Method 2: Normalized Reduction in Purchase of Commodity Goods

Where:

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

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

Equation:

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

For example:

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

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

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

Equation:

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

For example:

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

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

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

Equation:

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

Example:

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

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

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

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

Where:

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

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

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

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

Baseline year: 2005/06 FY

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

Driver: 800 Full Time Equivalent staff

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

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

Current year: 2017/18 FY

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

Driver: 1500 Full Time Equivalent staff

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

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

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

= 421.5 reams of paper

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

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

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

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

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

Method 3: Replacement of disposables with reusables

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

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

STEP 1. Determine number of goods displaced.

STEP 2. Determine value of goods displaced per unit.

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

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

Method 3 Example:

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

STEP 1. Determine number of goods displaced

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

STEP 2. Determine value of goods displaced per unit

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

STEP 3. Calculate total value of goods displaced

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

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

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

Questionnaire Name : *Sustainability (Accessibility Questionnaire)*
Description : *ADA Compliance -*
Evaluation Type : *Technical*

Section 1. Devices

Description

Accessibility

Q1. Products should be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3); do you convey information about accessibility clearly to buyers, please explain? If not, how do buyers get this information to make an informed purchase decision?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>5%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q2. Do the devices have speech recognition modules? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q3. Do the devices have braille keypad templates? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q4. Do the devices have tactilely discernable buttons? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q5. Will the accessibility features referenced in questions 2, 3 and 4 be available at no additional cost to UC?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>5%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q6. Will OCR be available on all scanners at no additional cost to UC? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q7. If a device has scanning functionality, does the device have OCR capabilities? Can the OCR capability be turned on/off by the user? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>10%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q8. Can the OCR capability be set as a default by the installer? Please describe.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>5%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q9. On the devices proposed on this RFP, provide information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
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<i>5%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
Attachments :			

Section 2. Services

Description
Accessibility

Q10. On devices with scanning functionality, will the installer or repair person ensure that a one-page instructional flyer is posted at the device that explains why OCR is critical to make PDFs accessible to people with disabilities and instructs the user how to easily turn the OCR capability on/off? Please explain

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>12%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

<i>Current Stage Reference:</i>
Attachments :

Q11. Will the OCR software be updated on a regular basis? How often is it updated today?

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>3%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

<i>Current Stage Reference:</i>
Attachments :

Q12. Do installers inform customers that all floor-standing devices should have sufficient clearance for wheelchair access?

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>3%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

<i>Current Stage Reference:</i>
Attachments :

Q13. Are accessibility features for each product identified in the online form/ecatalog? Please describe.

(Response Type : Single Line Text)

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Weight	Mandatory	Supplier Attachments	Evaluation Type
9%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q14. Are the billing and usage software and reports (e.g., ability to check copy balances, add funds) accessible to people with disabilities per WCAG 2.0 AA?

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
3%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Questionnaire Name : *Sustainability (Security Questionnaire)*
Description : *UC Data Security*
Evaluation Type : *Technical*

Q1. Provide a description of MFD products and MFD services offered.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q2. Provide the types of UC data collected by the MFD Supplier via MFD products and services offered (examples: via customer support portals, UC data sent from MFD to SaaS for troubleshooting).

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q3. Provide a current network topology diagram of any Supplier on-premise IT or SaaS offerings supporting products and services offered (if applicable).

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q4. Were 3rd party assessments or certifications completed regarding the products or services offered (examples: IEEE 2600; UL 2900 series, SOC2 Type 2 for SaaS)? If so, please provide.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Q5. Provide the latest Supplier Information Security Plan or security documentation related to the

products or services offered.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
5%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q6. Provide the latest Supplier Incident Response Plan as related to products or services offered.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q7. Did your company experience any security incidents in the last five years? If so, please describe.
(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q8. If Supplier has on-premise IT or SaaS that supports products and services offered to UC, provide the last 2 consecutive, credentialed vulnerability scan summaries.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q9. If Supplier has on-premise IT or SaaS that supports products and services offered to UC, provide the latest penetration testing report summary.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q10. Regarding the supplier's MFD, describe the ability to update the firmware.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q11. Regarding the supplier's MFD, describe the ability to disable unneeded services, ports, protocols, and features.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q12. Regarding the supplier's MFD, describe the ability to restrict access to the device based on IP and MAC address.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q13. Regarding the supplier's MFD, describe the ability to allow setting and changing of the authentication information (e.g., passwords and community strings) for all management services.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

Q14. Regarding the supplier's MFD, describe the ability to prevent unauthorized physical access to the hard drive using either a locking mechanism or other physical access control measure.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
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<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
<i>Attachments :</i>			

Q15. Regarding the supplier’s MFD, describe the ability to implement authenticated access to management controls, allowing access to authorized administrators based on privilege assignments.
(Response Type : Multi Line Text)

<i>Weight</i>	<i>Mandatory</i>	<i>Supplier Attachments</i>	<i>Evaluation Type</i>
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
<i>Attachments :</i>			

Q16. Regarding the supplier’s MFD, describe the ability to enable and configure audit logging (Syslog capability preferred).
(Response Type : Multi Line Text)

<i>Weight</i>	<i>Mandatory</i>	<i>Supplier Attachments</i>	<i>Evaluation Type</i>
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
<i>Attachments :</i>			

Q17. Regarding the supplier’s MFD, describe the ability to use of industry standard encryption algorithms for at rest and in motion services.
(Response Type : Multi Line Text)

<i>Weight</i>	<i>Mandatory</i>	<i>Supplier Attachments</i>	<i>Evaluation Type</i>
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
<i>Attachments :</i>			

Q18. Regarding the supplier’s MFD, describe how cache is cleared.
(Response Type : Multi Line Text)

<i>Weight</i>	<i>Mandatory</i>	<i>Supplier Attachments</i>	<i>Evaluation Type</i>
<i>4.75%</i>	<i>Yes</i>	<i>Allowed</i>	<i>Score</i>
<i>Current Stage Reference:</i>			
<i>Attachments :</i>			

Q19. Regarding the supplier’s MFD, describe how UC information will be protected during maintenance/servicing or when components such as storage devices are replaced.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q20. Regarding the supplier’s MFD, describe Supplier accounts for maintenance/servicing.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q21. All MFD/Laser printers equipped with hard drives must:

- isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.
- Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.)
- Be able to have their hard drives removed by a vendor technician and surrendered to UC at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from UC) at no additional cost to UC.

Please describe each and confirm that the devices meet or exceed these requirements.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
4.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Questionnaire Name : *Sustainability Questionnaire*
Description : *Social, Economic, Environmental*
Evaluation Type : *Technical*

Q1. Please confirm your commitment to comply with Article 25 - Fair Wage/Fair Work of the UC Terms and Conditions which states: If the Services will be performed at one or more UC Locations, do not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/FairWork 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 that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required audit standards and procedures (http://www.ucop.edu/procurement-services/_files/fw-fw-annual-audit-standards-procedures.pdf), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

(Response Type : Drop Down)

Weight	Mandatory	Supplier Attachments	Evaluation Type
10%	Yes	Not Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			
Responses Options :			
Yes			Score : 5
No			Score : 1

Q2. Please confirm your company's commitment to comply Article 17. E. Forced Conflict and Indentured Labor of the UC Terms and Conditions which states: 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 of the UC Terms and Conditions.

(Response Type : Drop Down)

Weight	Mandatory	Supplier Attachments	Evaluation Type
5%	Yes	Not Allowed	Score

Current Stage Reference:

Attachments :

Responses Options :

Yes	Score : 5
No	Score : 1

Q3. Please confirm your company's commitment to comply with Article 22 - Sustainable Procurement Guidelines of the UC Terms and Conditions which states in part: Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf. A copy of both are attached.

(Response Type : Single Answer)

Weight	Mandatory	Supplier Attachments	Evaluation Type
25%	Yes	Allowed	Score

Current Stage Reference:

Attachments :

sustainableprocurementguidelines.pdf

Sustainable Practices Policy.pdf

Responses Options :

Yes	Score : 5
No	Score : 1

Q4. For each proposed device, Proposer must provide that the device's EPEAT rating (Gold, Silver, Bronze) along with the epeat recorded options score on the specifications Tabs of the Pricing Attachments 1 and 2. Each proposed device must have achieved a minimum EPEAT Rating of Bronze. Please confirm if all of your proposed products are at minimum EPEAT rating of Bronze.

(Response Type : Single Answer)

Weight	Mandatory	Supplier Attachments	Evaluation Type
0%	Yes	Allowed	Acceptable or Unacceptable

Current Stage Reference:

Attachments :

Responses Options :

Yes
No

Q5. Describe the takeback process for toner cartridges and other consumables, including any specifics about disposition and any associated additional costs. If you have no program in place, advise when your company intends to implement and end of life product take back program and the timeline for doing so?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
13.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q6. Describe the process by which the company uses minimal packaging materials and processes by which your company arranges for packaging taken back for resuse?

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
13.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q7. Describe the process by which devices can be taken back by your company at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs and Laser Printers, Supplier must take back devices at the end of their useful life and comply with UC Policy on Institutional information destruction as described in Appendix DS, at no cost, and at UC discretion.

(Response Type : Multi Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
13.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q8. All proposed devices shall able to use recycled content papers up to and including 100% Post Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper). Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the vendor's service personnel for equipment malfunctions. Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a UC designated official with the awarded vendor to test and determine the appropriate resolution. Please confirm your company's committment to comply.

(Response Type : Single Line Text)

Weight	Mandatory	Supplier Attachments	Evaluation Type
---------------	------------------	-----------------------------	------------------------

13.75%	Yes	Allowed	Score
<i>Current Stage Reference:</i>			
Attachments :			

Q9. Please confirm your company's commitment to comply with Article 12 - Equal Opportunity Affirmative Action of the UC Terms and Conditions which states: Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

(Response Type : Drop Down)

Weight	Mandatory	Supplier Attachments	Evaluation Type
<i>5%</i>	<i>Yes</i>	<i>Not Allowed</i>	<i>Score</i>

Current Stage Reference:

Attachments :

Responses Options :

Yes	Score : 5
No	Score : 1

PREREQUISITES & DEFINITIONS

PRICING

- 1). All quotes *include* shipping and delivery (All products) and installation (All equipment).
- 2). Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee.

MSRP - Is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

INSTRUCTIONS

A). The Excel pricing matrix workbook auto-fills several values across multiple sheets to reduce data input errors and redundancy. Proposers should populate the worksheets sequentially beginning with:

(1) Equipment Specifications

Note: lease rates are based on fully configured models, tabs (3) B&W and (4) color, row 99.

(2) Accessories Pricing

(3) B&W Pricing

(4) Color Pricing

B) Model numbers, speeds, capacities that are being requested in Column A must be provided in the column(s) preceding MSRP for each model being offered (*Tabs 2,3, and 4*).

C). Please note there are dropdown lists available for input in (1) Equipment Specifications for EPEAT Certification. The MSRP columns of (3) B&W and (4) Color provide an actual price or an included option of Required Features.

FINISHING																
Basic Office Finisher or Offset Finisher/Stapler w/o stapling		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Basic Office Finisher or Offset Finisher/Stapler w/ stapling		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Three Hole Punch Kit		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Advanced Finisher(A)- multi-position staple, hole punch, fold		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Advanced Finisher(B)- multi-position staple, hole punch, fold, or other		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Tandem Finisher and Connector Kit		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Decurl kit		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
other (describe here)		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
other (describe here)		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -

Service and Supplies (PURCHASES & LEASES)

Option 1: CPC - NO VOLUME ALLOWANCE OR RESTRICTIONS																
Cost Per Copy - Monochrome (No volume restrictions)		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Cost Per Copy - Color (No volume restrictions)		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -

Option 2: CPC WITH VOLUME ALLOWANCE																
Monthly Minimum Charge		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Monthly volume Allowance - Monochrome (List vol)																
Cost Per Copy - Monochrome overage		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -
Monthly volume Allowance - Color (List vol)																
Cost Per Copy - Color overage		\$ -			\$ -			\$ -			\$ -			\$ -		\$ -

Enter CPC rates **based on fully configured** models in B&W and Color pricing tabs (ex. config has staple finisher, inc in CPC price).

LEASING RATES																
LEASE TYPE	PMT/Mo.															
	FMV	\$I Buyout		FMV	\$I Buyout		FMV	\$I Buyout		FMV	\$I Buyout		FMV	\$I Buyout		
60 months																
48 months																
36 months																

Enter lease rates **based on fully configured** models (B&W and Color pricing tabs, row 99).

\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	



\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	

\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	
\$ -			\$ -			\$ -			\$ -	

/Mo.		PMT/Mo.		PMT/Mo.		PMT/Mo.	
\$I Buyout	FMV						

B&W - Configured System Price Sheet

0

DESKTOP (20 + ppm)

Coordinate the left category header with the top category header and populate the cells for each PPM grouping.

Required features vary by PPM category.

Green cells are Required configurations. Fill in

Blue cells are optional configurations. Fill in your product pricing in these cells.

Model # PPM Speed	B/W Required			Optional			Optional			
	Purchase			Purchase			Purchase			
	MSRP	UC Net Price	% Discount	MSRP	UC Net Price	% Discount	MSRP	UC Net Price	% Discount	
BASE MFD Engine	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
REQUIRED FEATURES PRICING (if included, note in MSRP column)										
DESKTOP (20 + ppm)										
Control panel	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
ADF or RADF	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Auto Duplex	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Minimum (1) 250 sheet paper drawer (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
2nd drawer if included (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Bypass tray	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Network Connectivity	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Print	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Scan	inc.	\$ -		\$ -	\$ -		\$ -	\$ -		
Max original and output page size 8.5" x 14"	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
System memory minimum 512 MB (list included memory size)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
CATEGORY 2 (20 -30 ppm)										
Control panel	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
ADF, RADF or DSPF 50 sheet minimum (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Auto Duplex	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Minimum (1) 250 sheet paper drawer (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
2nd drawer min 250 sheets (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Bypass tray (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
AES, AMS, APS, ATSAAS , Margin Shift	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Network Connectivity	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Print	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Scan	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
System memory Min 1 GB (list included memory size)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Max original and output size 8.5" x 14 "	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Standard Offset stacker/finisher	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
CATEGORY 3 (31 -40 ppm)										
Control panel	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
RADF or DSPF 50 sheet minimum (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Auto Duplex (1:2/2:2:1)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Minimum 1,150 sheet paper capacity	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Minimum (2) paper drawers, min 1 adjustable (list cap for each included)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
3rd drawer if included (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Bypass tray min 50 sheets (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Max original size and output size 11" x 17"	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
AES, AMS, APS, ATSAAS , Margin Shift	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Network connectivity	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Print	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Scan to email, folder, PC, network	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
System memory Min 1 GB (list included memory size)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Hard Drive (list standard included size)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Internal or external min 30 page staple/finisher, 500 sheet cap (list capacity)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
CATEGORY 4A (41 - 50 ppm)										
Control panel	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
RADF or DSPF 100 sheet minimum. At least 40 ppm (list capacity/speed)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Auto Duplex (1:2/2:2:1)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		
Minimum 1,500 sheet capacity , including minimum three drawers (list cap)	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		

Minimum (2) drawers adjustable for legal, ledger	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
4th paper drawer , if included (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Stackable Bypass tray min 50 sheets (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Original and output size to at least 11" x 17"	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
AES, AMS, APS, ATSAS , Margin Shift	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Network connectivity	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Print and Secure Print	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Scan to email, PC, Folder	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
System memory Minimum 1 GB (list memory size included)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Hard Drive Minimum 150 GB (list hard drive size included)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Standard staple stacker/finisher, 50 page min. (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
CATEGORY 4B (51 -60 ppm)									
Control panel	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
RADF or DSPF 100 sheet minimum (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Auto Duplex (1:2/2:2/1)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Minimum 1,750 sheet capacity , including minimum three drawers (list cap)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Minimum (2) drawers adjustable for legal, ledger	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
4th paper drawer , if included (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Stackable Bypass tray min 50 sheets (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Original and output size to at least 11" x 17"	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
AES, AMS, APS, ATSAS , Auto Color, Margin Shift	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Network connectivity	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Print and Secure Print	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Scan to email, PC, Folder	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
System memory Minimum 1 GB (List included memory size)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Hard Drive Minimum 150 GB (list included Hard drive size)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Min 50 Sheet stapling finisher (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
CATEGORY 5 (61 - 90 ppm)									
Control panel	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
RADF or DSPF at least 60 ppm, 150 sheet minimum (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Auto Duplex	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Minimum 3,500 sheet capacity , including minimum three drawers (list cap)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Minimum (2) drawers adjustable for legal, ledger	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Large Capacity drawer , if included (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Stackable bypass tray (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Original and output size to at least 11" x 17"	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
AES, AMS, APS, ATSAS , Margin Shift	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Network Connectivity	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Print and Secure Print	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Scan to email, PC, Folder	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
System memory Minimum 1 GB	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Hard Drive Minimum 150 GB	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Min 50 Sheet stapling finisher, capacity 500 sheets (list capacity)	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!
Configured Price	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!

LEASE TYPE	PMT/Mo.			PMT/Mo.			PMT/Mo.		
	FMV	\$! Buyout	Purchase	FMV	\$! Buyout	Purchase	FMV	\$! Buyout	Purchase
60 months	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
48 months	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
36 months	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	
RESIDUAL VALUES									
Purchase (5-Yr. Trade-In)									
60 months									
48 months									
36 months									
Service and Supplies (PURCHASES & LEASES)									
CPC - NO VOLUME ALLOWANCE OR RESTRICTIONS									
Cost Per Copy - Monochrome (No volume restrictions)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Cost Per Copy - Color (No volume restrictions)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
CPC - WITH VOLUME ALLOWANCE									
Monthly Minimum Charge	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Monthly volume Allowance - Monochrome (List vol)	-	-		-	-		-	-	
Cost Per Copy - Monochrome overage	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Monthly volume Allowance - Color (List vol)	-	-		-	-		-	-	
Cost Per Copy - Color overage	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%

Sample monthly Monochrome volume (for UC TCO's calculations only)

600
NA

600
NA

600
NA

Sample monthly Color volume (for UC TCO's calculations only)

COLOR - Configured System Price Sheet

Required features vary by PPM category.

Green cells are Required configurations. Fill in your product pricing in these cells.

Blue cells are optional configurations. Fill in yo

0									
DESKTOP (20 + ppm)									
Coordinate the left category header with the top category header and populate the cells for each PPM grouping.	Model number, speed, capacities, details	Color Required			Model number, speed, capacities, details	Optional			Model number, speed, capacities, details
	0	Purchase			0	Purchase			0
	PPM Speed	MSRP	UC Net Price	% Discount	0	MSRP	UC Net Price	% Discount	0
BASE MFD Engine		\$ -	\$ -	0.00%		\$ -	\$ -	\$ -	
REQUIRED FEATURES PRICING (if included, select dropdown in MSRP column)									
DESKTOP (20 + ppm)									
Control panel		\$ -				\$ -			
ADF or RADF		\$ -				\$ -			
Auto Duplex		\$ -				\$ -			
Minimum (1) 250 sheet paper drawer (list capacity)		\$ -				\$ -			
2nd drawer if included (list capacity)		\$ -				\$ -			
Bypass tray		\$ -				\$ -			
Network Connectivity		\$ -				\$ -			
Print		\$ -				\$ -			
Scan		\$ -				\$ -			
Max original and output page size 8.5" x 14"		\$ -				\$ -			
System memory minimum 512 MB (list included memory size)		\$ -				\$ -			
CATEGORY 2 (20 -30 ppm)									
Control panel		\$ -				\$ -			
ADF, RADF or DSPF 50 sheet minimum (list capacity)		\$ -				\$ -			
Auto Duplex		\$ -				\$ -			
Minimum (1) 250 sheet paper drawer (list capacity)		\$ -				\$ -			
2nd drawer min 250 sheets (list capacity)		\$ -				\$ -			
Bypass tray (list capacity)		\$ -				\$ -			
Network Connectivity		\$ -				\$ -			
Print		\$ -				\$ -			
Scan		\$ -				\$ -			
Max original and output size 8.5" x 14 "		\$ -				\$ -			
System memory Min 1 GB (list included memory size)		\$ -				\$ -			
AES, AMS, APS, ATS,AS , Margin Shift		\$ -				\$ -			
Standard Offset stacker/finisher		\$ -				\$ -			
CATEGORY 3 (31 -40 ppm)									
Control panel		\$ -				\$ -			
RADF or DSPF 50 sheet minimum (list capacity)		\$ -				\$ -			
Auto Duplex (1:2/2:2/2:1)		\$ -				\$ -			
Minimum 1,150 sheet paper capacity		\$ -				\$ -			
Minimum (2) paper drawers, min 1 adjustable (list cap for each included)		\$ -				\$ -			
Bypass tray min 50 sheets (list capacity)		\$ -				\$ -			
3rd drawer if included (list capacity)		\$ -				\$ -			
Network connectivity		\$ -				\$ -			
Print		\$ -				\$ -			
Scan to email, folder, PC, network		\$ -				\$ -			
Original and output size to at least 11" x 17"		\$ -				\$ -			
System memory Min 1 GB (list included memory size)		\$ -				\$ -			
AES, AMS, APS, ATS,AS , Margin Shift , Auto Color Detection		\$ -				\$ -			
Hard Drive (list size if included)		\$ -				\$ -			
Standard staple stacker/finisher, 30 page min, (list capacity)		\$ -				\$ -			
CATEGORY 4A (41 - 50 ppm)									
Control panel		\$ -				\$ -			
RADF or DSPF 100 sheet minimum (list capacity)		\$ -				\$ -			
Auto Duplex (1:2/2:2/2:1)		\$ -				\$ -			

Minimum 1,750 sheet capacity , including minimum three drawers (list cap)	\$	-	\$	-	\$	-
Minimum (2) drawers adjustable for legal, ledger	\$	-	\$	-	\$	-
Stackable Bypass tray min 50 sheets (list capacity)	\$	-	\$	-	\$	-
4th paper drawer , if included (list capacity)	\$	-	\$	-	\$	-
Network connectivity	\$	-	\$	-	\$	-
Print and Secure Print	\$	-	\$	-	\$	-
Scan to email. PC, Folder	\$	-	\$	-	\$	-
Original and output size to at least 11" x 17"	\$	-	\$	-	\$	-
System memory Minimum 1 GB (List included memory size)	\$	-	\$	-	\$	-
AES, AMS, APS, ATS,AS , Margin Shift , Auto Color detection	\$	-	\$	-	\$	-
Hard Drive Minimum 150 GB (list included Hard drive size)	\$	-	\$	-	\$	-
Standard staple stacker/finisher, 50 page min, (list capacity)	\$	-	\$	-	\$	-
CATEGORY 4B (51 -60 ppm)						
Control panel	\$	-	\$	-	\$	-
RADF or DSPF 100 sheet minimum (list capacity)	\$	-	\$	-	\$	-
Auto Duplex (1:2/2:2:1)	\$	-	\$	-	\$	-
Minimum 1,500 sheet capacity , including minimum three drawers (list cap)	\$	-	\$	-	\$	-
Minimum (2) drawers adjustable for legal, ledger	\$	-	\$	-	\$	-
Stackable Bypass tray min 50 sheets (list capacity)	\$	-	\$	-	\$	-
4th paper drawer , if included (list capacity)	\$	-	\$	-	\$	-
Network connectivity	\$	-	\$	-	\$	-
Print and Secure Print	\$	-	\$	-	\$	-
Scan to email. PC, Folder	\$	-	\$	-	\$	-
Original and output size to at least 11" x 17"	\$	-	\$	-	\$	-
System memory Minimum 1 GB (List included memory size)	\$	-	\$	-	\$	-
AES, AMS, APS, ATS,AS , Auto Color, Margin Shift	\$	-	\$	-	\$	-
Hard Drive Minimum 150 GB (list included Hard drive size)	\$	-	\$	-	\$	-
Min 50 Sheet stapling finisher (list capacity)	\$	-	\$	-	\$	-
CATEGORY 5 (61 - 90 ppm)						
Control panel	\$	-	\$	-	\$	-
RADF or DSPF at least 60 ppm, 150 sheet minimum (list capacity)	\$	-	\$	-	\$	-
Auto Duplex	\$	-	\$	-	\$	-
Minimum 3,500 sheet capacity , including minimum three drawers (list cap)	\$	-	\$	-	\$	-
Minimum (2) drawers adjustable for legal, ledger	\$	-	\$	-	\$	-
Stackable bypass tray (list capacity)	\$	-	\$	-	\$	-
Large Capacity drawer , if included (list capacity)	\$	-	\$	-	\$	-
Network Connectivity	\$	-	\$	-	\$	-
Print and Secure Print	\$	-	\$	-	\$	-
Scan to email. PC, Folder	\$	-	\$	-	\$	-
Original and output size to at least 11" x 17"	\$	-	\$	-	\$	-
System memory Minimum 1 GB	\$	-	\$	-	\$	-
AES, AMS, APS, ATS,AS , Margin Shift	\$	-	\$	-	\$	-
Hard Drive Minimum 150 GB	\$	-	\$	-	\$	-
Min 50 Sheet stapling finisher, capacity 500 sheets (list capacity)	\$	-	\$	-	\$	-
Configured Price	\$	-	\$	-	\$	-

LEASE TYPE	PMT/Mo.			PMT/Mo.		
	FMV	\$I Buyout	Purchase	FMV	\$I Buyout	Purchase
60 months	\$ -	\$ -		\$ -	\$ -	
48 months	\$ -	\$ -		\$ -	\$ -	
36 months	\$ -	\$ -		\$ -	\$ -	
RESIDUAL VALUES						
Purchase (5-Yr. Trade-In)						
60 months						
48 months						
36 months						
Service and Supplies (PURCHASES & LEASES)						

CPC - NO VOLUME ALLOWANCE OR RESTRICTIONS

Cost Per Copy - Monochrome (No volume restrictions)	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
Cost Per Copy - Color (No volume restrictions)	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%

CPC - WITH VOLUME ALLOWANCE

Monthly Minimum Charge	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
Monthly volume Allowance - Monochrome (List vol)		-		-			-		-	
Cost Per Copy - Monochrome overage	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
Monthly volume Allowance - Color (List vol)		-		-			-		-	
Cost Per Copy - Color overage	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%

Sample monthly Monochrome volume (for UC TCO's calculations only)

700

700

Sample monthly Color volume (for UC TCO's calculations only)

300

300

\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
-					-					-				
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
-					-					-				
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%

3,600
2,000

3,600
2,000

4,000
2,600

\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
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\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
-					-		-			-		-		
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%

4,000
2,600

7,800
5,600

7,800
5,600

\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
-					-		-			-		-		
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%
-					-		-			-		-		
\$	-	\$	-	0.00%	\$	-	\$	-	0.00%	\$	-	\$	-	0.00%

11,000
10,000

11,000
10,000

12,000
11,000

[Redacted]

Optional

Purchase		
MSRP	UC Net Price	% Discount
\$ -	\$ -	0.00%

[Redacted]

\$ -	-	
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[Redacted]

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[Redacted]

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[Redacted]

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\$	-	\$	0.00%
\$	-	\$	0.00%
\$	-	\$	0.00%
\$	-	\$	0.00%
\$	-	\$	0.00%

	12,000
	11,000

PREREQUISITES & DEFINITIONS

PRICING

- 1). All quotes *include* shipping and delivery (All products) and installation (All equipment).
- 2). Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail Price (MSRP) and other specified discounts listed in this RFP. Such additions and deletions must be approved by the UC contract administrator or their designee.

MSRP - Is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

INSTRUCTIONS

- A). The Excel pricing matrix workbook auto-fills several values across multiple sheets to reduce data input errors and redundancy. Proposers should populate the worksheets sequentially beginning with:
- (1) Equipment Specifications
 - (2) Accessories Pricing
 - (3) B&W Pricing
 - (4) Color Pricing
- B). Model numbers, speeds, capacities that are being requested in Column A must be provided in the column(s) preceding MSRP for each model being offered (*Tabs 2,3, and 4*).
- C). Please note there are dropdown lists available for input in (1) Equipment Specifications for EPEAT Certification. The MSRP columns of (3) B&W and (4) Color provide an actual price or an included option of Required Features.

Bidders Laser Printer Specs and information, list by device proposed

For *absolute answer items, indicate with a Y (Yes) or N (No)*. (ex. Mac OS Supported? = Y) All others please describe.

Green cells are *Required*. Fill in your product specifications in these cells.

MONOCHROME

Enter company name in yellow cell (below)	LOW (25 -40 ppm)		MEDIUM (41 -55 ppm)		HIGH (56 -60 ppm)
	Required - B/W option 1	B/W option 2	Required - B/W option 1	B/W option 2	Required - B/W option 1
					
Model #					
Domestic Intro Date					
Rated Engine Life					
Monthly Duty Cycle					
Recommended Monthly Volume					
GENERAL SPECIFICATIONS					
Controller (Mfr/Model)					
Processor/Bits/MHz					
Memory Installed					
Memory Maximum					
Hard-Disk Drive					
PDLs/Emulations					
First-Page-Out Time (Mono/Color)					
INTERFACE/CONNECTIVITY					
Windows OS Supported					
Mac OS Supported					
Other OS Supported					
Standard Interfaces					
Optional Interfaces					
Network Support					
Printer Mgmt Software					
SPEED AND RESOLUTION					
Speed Mono/Color (Pages/Min)					
Unenhanced Resolution (HxV)					
Enhanced Resolution (HxV)					
PAPER HANDLING					
Std/Max Paper Source(s)					
Std/Max Paper Capacity					

Min Paper Size (WxL)				
Min Print Area (WxL)				
Max Paper Size (WxL)				
Max Print Area (WxL)				
Paper Weights				
Std Output Tray Capacity				
Automatic Duplexing				
FEATURES				
Resident Fonts				
IPP (Web) Support				
Collation				
ADDITIONAL INFORMATION				
Energy Star Compliance				
Power Req's (V/Hz/Amps)				
Warranty				
Weight (Base Unit)				
Dimensions (HxWxD)				
CONSUMABLES INCLUDED				
OTHER FEATURES				
EPEAT RATINGS				
(Select from List level achieved Bronze, Silver or Gold in this row)				
Registration date , example 04/08/2019				
Total Optional Points , example 2/7				
4.1 Reduction/elimination of environmentally sensitive materials				
4.2 Materials selection				
4.3 Design for end of life				
4.4 Product longevity cycle extension				
4.5 Energy conservation				
4.6 End of life management				
4.7 Corporate performance				
4.8 Packaging				
4.9 Consumables				
4.10 Indoor air quality				

LASER PRINTERS

COLOR

0	CATEGORY 1 LOW VOLUME (10 - 20 PPM)					CATEGORY 2 MID VOLUME (21 -35 PPM)						
	Required - Color Option 1			Color Option 2		Required - Color Option 1			Color Option 2			
Model #	0			0		0			0			
Description	MSRP	UC	%	MSRP	UC	%	MSRP	UC	%	MSRP	UC	%
		Net Price	Discount		Net Price	Discount		Net Price	Discount		Net Price	Discount
PRICING:												
BASE PRINTER Engine		\$ -			\$ -			\$ -			\$ -	
OPTIONAL FEATURES PRICING (if included, note in UC Net column)												
Paper Handling /Feeding		\$ -			\$ -			\$ -			\$ -	
Base/Cabinet		\$ -			\$ -			\$ -			\$ -	
Additional Paper drawer (A) (list capacity)		\$ -			\$ -			\$ -			\$ -	
Additional Paper drawer (B) (list capacity)		\$ -			\$ -			\$ -			\$ -	
Large Capacity Paper Feed Tray/Cab (A) (list capacity here)		\$ -			\$ -			\$ -			\$ -	
Large Capacity Paper Feed Tray/Cab (B) (list capacity here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
OTHER ACCESSORIES & SOFTWARE												
Print from USB		\$ -			\$ -			\$ -			\$ -	
Mobile Printing access		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
ADA ACCESSABILITY												
Audible interface/voice guidance		\$ -			\$ -			\$ -			\$ -	
Extendable, and /or tilt keyboard		\$ -			\$ -			\$ -			\$ -	
Braille enablement /labelling		\$ -			\$ -			\$ -			\$ -	
Remote operation software kit		\$ -			\$ -			\$ -			\$ -	
Remote footswitch		\$ -			\$ -			\$ -			\$ -	
Voice Control		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
other (describe here)		\$ -			\$ -			\$ -			\$ -	
CONNECTIVITY/SECURITY												
Hard drive security		\$ -			\$ -			\$ -			\$ -	
Network security		\$ -			\$ -			\$ -			\$ -	
Secure print		\$ -			\$ -			\$ -			\$ -	
Image overwriting		\$ -			\$ -			\$ -			\$ -	
Foreign Interface Kit		\$ -			\$ -			\$ -			\$ -	
EXTENDED WARRANTY (After Included Year 1)												
Year 2		\$ -			\$ -			\$ -			\$ -	
Year 3		\$ -			\$ -			\$ -			\$ -	

Year 4		\$ -			\$ -			\$ -			\$ -	
--------	--	------	--	--	------	--	--	------	--	--	------	--

CONSUMABLES

Black toner standard cartridge (Qty 1 - must be included with printer)		\$ -			\$ -			\$ -			\$ -	
Black toner large capacity cartridge		\$ -			\$ -			\$ -			\$ -	
Cyan standard cartridge		\$ -			\$ -			\$ -			\$ -	
Magenta standard cartridge		\$ -			\$ -			\$ -			\$ -	
Yellow standard cartridge		\$ -			\$ -			\$ -			\$ -	
Drum/imaging unit		\$ -			\$ -			\$ -			\$ -	
Fuser Unit		\$ -			\$ -			\$ -			\$ -	
Other consumables (describe here)		\$ -			\$ -			\$ -			\$ -	
Other consumables (describe here)		\$ -			\$ -			\$ -			\$ -	
Other consumables (describe here)		\$ -			\$ -			\$ -			\$ -	
Other consumables (describe here)		\$ -			\$ -			\$ -			\$ -	

SERVICE/MAINTENANCE

Full service maintenance agreement FSMA (annual)		\$ -			\$ -			\$ -			\$ -	
Black toner		\$ -			\$ -			\$ -			\$ -	
Time and material hourly rate		\$ -			\$ -			\$ -			\$ -	
Time and material occurrence rate		\$ -			\$ -			\$ -			\$ -	

List yields according to ISO/IEC 19798 color toner standard

	Yield @ 5%	Yield @ 5%	Yield @ 5%	Yield @ 5%
Black toner standard cartridge @ 5%				
Black toner large capacity cartridge @ 5%				
Cyan cartridge @ 5%				
Magenta cartridge @ 5%				
Yellow cartridge @ 5%				
Drum/imaging unit				
Fuser Unit				
Other consumables (describe here)				
Other consumables (describe here)				
Other consumables (describe here)				
Other consumables (describe here)				

B&W - Configured System Price Sheet

Green cells are *Required* configurations. Fill in

**LASER PRINTERS
MONOCHROME**

Blue cells a

0	CATEGORY 1 LOW VOLUME (25 - 40 PPM)								CATEGORY 2 MID VOLUME (41 -55 PPM)							
	Model number, speed, capacities, details	Required - B/W OPTION 1			Model number, speed, capacities, details	B/W OPTION 2			Model number, speed, capacities, details	Required - B/W OPTION 1			Model number, speed, capacities, details	B/W OPTION 2		
Model #	0	PURCHASE			0	PURCHASE			0	PURCHASE			0	PURCHASE		
PPM Speed	0	MSRP	UC Net Price	% Discount	0	MSRP	UC Net Price	% Discount	0	MSRP	UC Net Price	% Discount	0	MSRP	UC Net Price	% Discount
BASE PRINTER Engine		\$ -	\$ -	0.00%		\$ -	\$ -	0.00%		\$ -	\$ -	0.00%		\$ -	\$ -	0.00%
Required Accessories/Features (if included, note in MSRP column)																
Auto Duplex: Standard			\$ -				\$ -				\$ -				\$ -	
Connectivity: USB 2.0 and Ethernet 10/100/1000			\$ -				\$ -				\$ -				\$ -	
System memory minimum: 128 MB			\$ -				\$ -				\$ -				\$ -	
Input tray minimum: 250 sheets			\$ -				\$ -				\$ -				\$ -	
Black toner minimum: 2500 pgs			\$ -				\$ -				\$ -				\$ -	
Warranty: 1 year			\$ -				\$ -				\$ -				\$ -	
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			\$ -				\$ -				\$ -				\$ -	
CONFIGURED PRICE		\$ -	\$ -	#DIV/0!		\$ -	\$ -	#DIV/0!		\$ -	\$ -	#DIV/0!		\$ -	\$ -	#DIV/0!

List yields according to ISO/IEC 19752 monochrome standard	Yield @ 5%	UC Net Price						
Black toner standard cartridge	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Black toner large capacity cartridge	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Drum/imaging unit	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Fuser Unit	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other consumables (describe here)	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other consumables (describe here)	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other consumables (describe here)	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Other consumables (describe here)	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Sample monthly B/W volume (for UC TCO's calculations only)	1,500		1,500		4,000		4,000	

% trade in value on Purchased unit (after 5 years)				
\$ trade in value on Purchased unit (after 5 years)	\$ -	\$ -	\$ -	\$ -

Supplier name here:

PREREQUISITES & DEFINITIONS

MSRP - Is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

PRICING - All quotes include shipping and delivery (*All products*) and installation (*All equipment*).

Additional Discounts tab

- A). List other goods and services available to the University of California (column A)
- B). Add a brief description and your corresponding discount offered (Item listed in column A) along with the foundation of your discount.
- C). Add rows as needed.

Supplier name here:

PREREQUISITES & DEFINITIONS

MSRP - Is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

PRICING - All quotes include shipping and delivery (*All products*) and installation (*All equipment*) .

Repair Parts tab

A). List common repair parts easily replaceable by the customer that are used in the ongoing operation of your MFD and Laser Printer products.

B). Provide the MFG part number, a brief description and your UC discount-off MSRP.

C). Add rows as needed.

